AGREEMENT

BETWEEN

THE CITY OF PORT HURON

AND

UTILITY WORKERS UNION OF AMERICA

AFL-CIO AND ITS LOCAL 532

EFFECTIVE:	07-01-2014
APPROVED:	05-27-2014
EXPIRES:	06-30-2017

INDEX

ARTICLE	SECTION	SUB-SECTION	DESCRIPTION	PAGE
I			**GENERAL CONDITIONS**	
	1-1		Scope of Agreement and Operations Covered	1
	1-2		Recognition	1 – 3
		1-2.2(c)	Probationary Employees	2
	1-3		Management Clause	3
	1-4		Steward	4
	1-5		Other Agreements	4 – 5
	1-6		Protection of Rights	5
		1-6.1	Picket Lines	5
		1-6.2	Grievances	5
	1-7		Seniority	5 – 6
		1-7.1	Seniority Defined	5
		1-7.2	Reductions and Bumping	5
		1-7.3	Loss of Seniority	6
		1-7.4	Seniority Lists	6
		1-7.5	Transfers	6
	1-8		Maintenance of Standards	6
	1-9		Equipment, Accident and Reports	6 – 7
	1-10		Uniforms	7
	1-11		Bonds	8
	1-12		Striking	8
	1-13		Job Openings	8 – 9
	1-14		Training	9
		1-14.1	Required Training	9
		1-14.2	Voluntary Training	9
	1-15		Commercial Drivers License	9 – 10
	1-16		Mechanics License	10
	1-17		Drug Testing Requirements	10
II			**CLASSIFICATION AND COMPENSATION**	
	2-1		Classification and Compensation Rates	10 – 11
	2-2		Overtime	11 – 13
		2-2.1	Time and One-Half	11
		2-2.2	Double Time	11
		2-2.3	Holidays	11
		2-2.4	Opportunities	11 – 12
		2-2.5	Availability	12
		2-2.6	Compensatory Time	13
	2-3		Shift Differential	13
	2-4		Longevity Compensation	13 – 14
	2-5		Emergency Call Out	14
	2-6		Working in Higher Classification	14

INDEX

ARTICLE	SECTION	SUB-SECTION	DESCRIPTION	PAGE
III			**IN-SERVICE ACTIVITIES**	
	3-1		Physical Examinations	14
	3-2		Request for Leave	14
	3-3		Vacation Leave	14 – 16
		3-3.1	Annual Vacation Leave	14
		3-3.2	Longevity Vacation or Pay	15
		3-3.3	Schedule	15
		3-3.4	Accumulated Vacation Leave	15
		3-3.7	Personal Days	16
	3-4		Sick Leave	16 – 18
		3-4.1	Probationary Period	16
		3-4.2	Reporting for Work	17
		3-4.3	Old Sick Leave Plan	17
		3-4.4	City Disability Income Plan	17 – 18
		3-4.5	Accumulated Sick Leave (Old Sick Leave Plan)	18
		3-4.6	Accumulated Sick Leave (Disability Income Plan)	18
		3-4.7	Physician's Certificate	18
	3-5		Bereavement Leave	19
	3-6		Absence without Approved Leave	19
	3-7		Leave of Absence without Pay	20
		3-7.1	Maternity Leave	20
	3-8		Military Service – Veterans	20
	3-9		Legal Holidays	20
	3-10		Hours of Work	20
	3-11		Healthcare Coverage	21 – 24
		3-11.1	Flexible Benefits Plan	22
		3-11.2	Waiver of Healthcare Coverage	23
		3-11.3	Retirees Healthcare Coverage	23
		3-11.4	Health Care Savings Program (HCSP)	23
		3-11.4(a)	HCSP Participant Eligibility to Purchase Health Care	23
		3-11.5	Dental Coverage	24
		3-11.6	Optical Program	24
	3-12		Life Insurance	24
	3-13		Workers' Compensation	25
	3-14		Safety Shoes	25
IV			**DISCHARGE, SUSPENSION OR DEMOTION**	
	4-1		General Statement	26 – 27

INDEX

ARTICLE	SECTION	SUB-SECTION	DESCRIPTION	PAGE
V			**MEDIATION AND GRIEVANCE PROCEDURES**	
	5-1		General Statement	27
	5-2		Procedure	27 – 28
VI			**RETIREMENT**	
	6-1		Retirement – Municipal Employees' Retirement System	29
	6-2		Hybrid Plan	29
	6-3		80 Point Plan	30
	6-4		Cost of Living	30
	6-5		Social Security	30
	6-6		Discrimination Clause	30
VII			**SEPARABILITY AND SAVINGS CLAUSE EFFECTIVE DATE AND TERMINATION CLAUSE**	
	7-1		Separability and Savings Clause	30
	7-2		Effective Date and Termination Clause	30
	7-3		Local Financial Stability and Choice Act of 2012 – Public Act 436 of 2012	31
			APPENDIX "A" – CLASSIFICATIONS AND COMPENSATION RATES	

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May A.D. 2014, 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 hourly rated employees in the Department of Public Works, Parks Division, Cemetery Division, Forestry Division, and Recreation Department as defined in the State of Michigan Labor Mediation Board Certified Case No. R77C0183, dated June 16, 1977, who perform work for the 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 basis. 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 only for upward bidding by personnel within the affected division. This restriction on seasonal employees shall not inhibit the employer's right to utilize employees hired in a Temporary Laborer classification during any time of the year. Employees coded as Temporary Laborers will not be allowed to work beyond six (6) months of continuous service.

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 received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of 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**.** The employer shall have the exclusive right to discharge probationary employees at any time with or without cause. 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 and will be represented by the Union with the understanding that such probationary employees will be subject to discharge with or without cause until their probationary period is finished. The union and employees understand and agree that the release from employment during this probationary period is not subject to challenge under this agreement's grievance procedures.

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

Any employee in the bargaining unit who signs a dues authorization form, shall 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. Any employee who has signed a dues authorization form may withdraw such authorization at any time and upon submission of dues authorization withdrawal, the Employer shall stop withholding dues.

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 ensure 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 thirty (30) days in advance of such subcontracting if it will result in direct layoffs. During such thirty (30) day period the City and the Union will meet to review economic conditions, methods to achieve cost savings, methods to improve efficiencies and other ways to avoid such 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. Further, when it is necessary for the Employer to accomplish the reduction of the workforce for efficiency and economic purposes, the Employer shall do so whenever possible or practicable by means of attrition.

SECTION 1-4 – Steward

The Union shall notify the City of its elected Officers and its elected Stewards in each of the following groups: Wastewater Treatment Plant, Water Filtration Plant, Utilities Services System Section, Streets Division, Cemetery, Parks, Forestry and Recreation. 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 four Officers of the Local Union (President, Vice-President, Secretary, and Treasurer), shall head the seniority list for purposes of layoff and shall be subject to all terms and conditions of this Agreement. Stewards and other elected officials shall not have preferential seniority.

During contract negotiations, the four (4) 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 Stewards 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 Defined

Seniority shall start from the last date of hire, and shall be City-wide. 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.

Section 1-7.2 – Reductions and Bumping

Employees will be notified of layoff at least fourteen (14) calendar days in advance or sooner if possible. No employee covered by this agreement will be laid off until after all probationary, temporary and part-time employees are laid off.

Any employee laid off under the above procedure will be given the opportunity to bump other employees who are less senior, provided the employee requesting to bump possesses the necessary skills, qualifications, certifications and/or licenses to perform the job occupied by the junior employee. The employer shall provide, to the employee(s) to be laid off and the Union, a listing of all junior employees indicating those it considers the laid off employee(s) qualified to replace. Disagreements concerning the possession of the required skills will be subject to challenge in accordance with the grievance procedure.

Section 1-7.3 – Loss of Seniority

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 1-7.4 – Seniority Lists

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 1-7.5 – Transfers

Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a position not covered by this collective bargaining agreement, shall not accumulate bargaining unit seniority.

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 shifts, 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

Where new types of equipment for which rates of pay are not established by this Agreement are put into use, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

Section 1-9.6

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 Union and the Employer agree, with respect to uniforms, that all employees will be furnished five changes per week unless waived by the employee during January of each calendar year.

Employees who are required to work in the tar crews will be provided protective clothing as well as protective footwear.

Section 1-10.2

Uniforms shall be provided to each employee once each week. 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, 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 be placed in the job within sixty (60) calendar days following the posting period above and shall serve a sixty (60) calendar day trial 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. The trial period for a Wastewater Plant Operator will be one-hundred eighty (180) calendar days. During said trial period, the employee shall have the opportunity to return to his or her former classification if the former classification is still vacant otherwise, the employee will be required to bid on any/all job openings for which they are qualified. 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 the employer is unable to place the eligible applicant into the job within the time specified above, he shall be paid at the rate associated with the new job. Should the new job carry a lower rate of pay than the current job, he shall be paid at the higher rate until placed into the new job.

In the event any employee is promoted to a supervisory position, his or her trial 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/her job as a result of the 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.

SECTION 1-15 – Commercial Drivers License

The City agrees to cover normal and customary costs for current employees of physicals and written tests required by the State and Federal Commercial Drivers License (CDL) regulations.

To be eligible for this program, the City job elements must clearly require the employee operate over the road equipment as designated by CDL regulations.

Employees required to upgrade to various pieces of equipment for overtime and emergencies must get his or her supervisor’s authority in order for the employer to pay for the additional cost. It will be the employee’s responsibility to have the proper license. Employees not properly licensed could be precluded from emergency and overtime situations.

Employees unable to pass the physical or written requirements of the CDL, allow his or her license to lapse, or have it revoked, will be removed from driving immediately.

The job vacancy will be posted for five (5) work days.

The displaced employee will fill the first vacancy created by the posting which doesn't require a CDL and he or she is capable to perform.

During the period between vacating the CDL position and filling a new job, the excess employee will be retained, when possible, at Management's discretion. Otherwise, he or she will be laid off pending an appropriate opening.

Once placed on a permanent assignment, the excess employee can bid on openings as they become available.

New hires will be responsible for CDL costs (excluding physicals) until removed from probation.

SECTION 1-16 – Mechanics License

It is hereby agreed whenever the Employer requires mechanics to be licensed and/or certified by the State of Michigan, the Employer shall pay the cost of maintaining said license and/or certificate. Furthermore, if the Employer requires mechanics to up-grade a mechanic to higher levels of training, the cost of the State administered test shall be paid by the Employer.

SECTION 1-17 – Drug Testing Requirements

Effective, January 1, 2010, employees who are not covered by the drug and alcohol testing associated with maintaining a CDL, shall be subject to a drug and alcohol testing program established by the employer. The program established by the employer will be equal to (contain the same protections, cut off levels, privacy provision, etc. as required by law for CDL) the program required for CDL testing. Employees will be placed in the same testing group as other city employees not covered by CDL or similar testing programs as required by State and Federal Law.

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.

The wage rate of employee 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 1/2) times their regular rate for such overtime actually worked.)

Section 2-2.4 – Opportunities

Overtime opportunities will be offered on a voluntary basis first within section, by classification, qualifications, 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.

Overtime opportunities will be awarded by job classification, qualifications and seniority within the home section where the overtime occurs. If additional employees are needed, all other sections within the division will be combined and the same criteria used -- job classification, qualifications and seniority.

The divisions and sections affected by the bargaining unit are:

DIVISION	SECTION
Utilities	Water Filtration Plant
	Wastewater Treatment Plant
	Utility Service System
Streets	Street Maintenance
	Motor Vehicle Pool
	Traffic Section
Parks & Forestry	Parks & Forestry
	Cemetery
Recreation	Maintenance

Section 2-2.5 – Availability

Employees will be considered "available" for overtime. Calls for awarding overtime will be placed, as necessary, with the following exceptions.

1) An employee on "Injury", "Workers' Compensation" or assigned to "Light Duty" will not be considered available for overtime.

2) An employee on "Bereavement Leave" will not be considered available for overtime until midnight of the last day of the bereavement leave.

3) An employee on "Vacation Leave" who does not wish to be called during the vacation period may waive the right to be called by signing a waiver request and receiving written approval.

4) An employee on "Sick Leave" will not be considered available for overtime until he or she has notified the supervisor that they are no longer sick and are available for overtime.

5) An employee who does not wish to be called during an entire calendar year, may waive the right to be called by signing a waiver request before January 1st of each calendar year and receiving written approval. Written approval of a waiver request may be made by supervision, subject to the condition that, should the employee's classification and/or specific skills be required to meet a public emergency, upon receiving the necessary order, the employee shall report.

6) An employee who has completed 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 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 2-2.6 – Compensatory Time

Employees at their own option will be allowed to accrue compensatory time in lieu of overtime pay. Employees will be allowed to accrue up to 40 hours of compensatory time at any given time. Compensatory time accrued in excess of 40 hours will be paid out on a quarterly basis. Payments will be made in January, April, July and October.

Compensatory time must be used in increments of four (4) hours. To avoid scheduling conflicts, requests for compensatory time should be submitted at least 48 hours in advance. Due regard will be given to employee desires regarding compensatory time.

SECTION 2-3 – Shift Differential

Section 2-3.1

A per hour shift differential shall be paid to employees assigned to the following shifts:

Effective June 29, 2002:
4:00 p.m. to 12:00 midnight – 2.0%
12:00 midnight to 8:00 a.m. – 2.5%

Section 2-3.2

Other employees assigned to scheduled shifts which may partially fall within the above periods shall be paid the premium rate for the hours actually worked during the above periods. Shift differentials shall not apply to emergency call-outs.

SECTION 2-4 – Longevity Compensation

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 the pay period beginning in which the employee's anniversary date falls within.

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

SECTION 2-5 – 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 (1½) times their normal rate for the first three (3) hours actually worked that day, and straight time thereafter until the normal hours of the said shift have been completed.

SECTION 2-6 – 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 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 – Annual Vacation Leave

Employees hired into positions covered by this Collective Bargaining Agreement will receive their vacation as follows:

YEARS OF SERVICE	ANNUAL VACATION LEAVE
After 1 year	5 days vacation
After 3 years	10 days vacation
After 5 years	15 days vacation

Legal holidays falling within a period of vacation leave are not included as part of such leave.

Section 3-3.2 – Longevity Vacation or Pay

All employees, upon completion of ten (10) years of service with the Employer, shall become eligible for a total of five (5) longevity vacation days on their anniversary date. Employees will then be given the option to keep, receive cash payment for or convert the time off to investment in the ICMA Deferred Compensation Program or ICMA Roth IRA or a combination of these choices for these five (5) longevity vacation days. This investment option will be net of any applicable payroll tax (i.e. Medicare). Cash payment shall be at the regular rate of pay.

Furthermore, all employees, upon completion of fifteen (15) years of service with the Employer, shall become eligible for an additional five (5) longevity vacation days for a total of ten (10) longevity vacation days on their anniversary date. Employees will then be given the option to keep, receive cash payment for or convert the time off to investment in the ICMA Deferred Compensation Program or ICMA Roth IRA or a combination of these choices for these ten (10) longevity vacation days. This investment option will be net of any applicable payroll tax (i.e. Medicare). Cash payment shall be at the regular rate of pay.

Longevity vacation shall not be cumulative from year to year. Employees will be provided with a selection form each year in order to advise the Human Resources Director of their option. Cash payment and/or investment will be made on the first pay period beginning after the anniversary date.

Employees will be eligible each year for the above days beginning with their ten (10) year anniversary date and will schedule the additional days as outlined in Section 3-3.3.

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. However, employees may take two (2) regular vacation days in increments of four (4) hours. To avoid scheduling conflicts, requests for vacation days should be submitted at least 48 hours in advance. 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. The maximum number of days that can be sold at separation from employment are thirty (30) vacation days which includes longevity vacation days for a maximum of Two Hundred and Forty (240) hours.

Section 3-3.5

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 3-3.6

An employee who has served the Employer at least one (1) year and is separated from the service, will be entitled to pay for any unused portion of his or her accumulated vacation leave allowance.

Section 3-3.7 – Personal Days

Effective 01/01/03, all employees of the bargaining unit shall be granted up to three (3) personal leave days per calendar year. On each subsequent January 1, employees will be entitled to personal days as described below. These days are to be taken by employees consistent with adequate organizational staffing, supervisory approval, and employee preference; and the hours involved in these three (3) personal days shall be carried as personal holidays for purposes of management control. These days are non-accumulative and therefore must be used by December 31 of each calendar year. Personal Days may be taken in a minimum of four (4) hour increments. To avoid scheduling conflicts and possible denials, requests for Personal Days should be submitted at least 24 hours in advance. New hires will earn a prorated amount of personal days after completing ninety (90) calendar days of service based on the chart below.

Personal Holidays for new hires	
Insurance Benefits Effective Date:	**Employee Receives:**
January 1	3 days
February 1	3 days
March 1	2.5 days
April 1	2.5 days
May 1	2 days
June 1	2 days
July 1	1.5 days
August 1	1.5 days
September 1	1 day
October 1	1 day
November 1	0.5 day
December 1	0.5 day

SECTION 3-4 – Sick Leave

Section 3-4.1 – Probationary Period

Each permanent full-time employee hired prior to January 1, 1989, 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.

Section 3-4.2 – Reporting for Work

When an employee is unable to report for work on account of illness, or for 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, at least one hour before 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 leave will be approved except upon approval by the Human Resources Director.

Section 3-4.3 – Old Sick Leave Plan

Each employee hired prior to January 1, 1989, who is not covered under the Disability Income Plan will be granted sick leave with full pay for one (1) day for each full calendar month of service. Effective July 1, 2014, sick time will be converted into hours entitling employees to full pay for eight (8) sick hours for each full calendar month of service. The unused balance of sick leave may be carried over and accumulated from one calendar year to the next to a maximum of one hundred and forty (140) days or 1,120 hours at any one time. Any excess over this amount shall be deemed to have expired. 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.

Employees covered under the Old Sick Leave Plan may use sick time in one (1) hour increments for the employee or for a member of their immediate family. This sick time may also be used to attend to the medical and dental needs of the employee or a member of his or her immediate family only when they cannot be scheduled after work hours. Employees are encouraged to schedule their medical and dental appointments after work hours when possible. Time off for medical and dental appointments must be approved by your immediate supervisor to avoid scheduling conflicts within your department. Immediate family shall be defined as: Wife, husband, unmarried children, parents and grandparents. Effective July 1, 2014, there will no longer be a separate designation for sick medical time.

Section 3-4.4 – City Disability Income Plan

All full-time employees hired on or after January 1, 1989, are 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 an employee's current bi-weekly rate of pay, defined as base salary plus longevity.

Effective January 1, 2012, eligible employees will receive four (4) sick days or 32 hours each January 1st. These days shall "carry over" into the next calendar year; however, at no time will an employee have a sick balance greater than eight (8) days or 64 hours. Effective July 1, 2014, sick time will be converted into hours.

Employees covered under the Disability Income Plan may use sick time in one (1) hour increments for the employee or for a member of their immediate family. This sick time may also be used to attend to the medical and dental needs of the employee or a member of his or her immediate family only when they cannot be scheduled after work hours. Employees are encouraged to schedule their medical and dental appointments after work hours when possible. Time off for medical and dental appointments must be approved by your immediate supervisor to avoid scheduling conflicts within your department. Immediate family shall be defined as: Wife, husband, unmarried children, parents and grandparents. Effective July 1, 2014, there will no longer be a separate designation for sick medical time.

Section 3-4.5 – Accumulated Sick Leave (Old Sick Leave Plan)

Sick leave may be accumulated if not used during the year, but the total accumulation shall not exceed one hundred forty (140) days or 1,120 hours. Sick leave will not be allowed for any day on which an employee would not have otherwise worked**.** Fifty percent (50%) of 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 3-4.6 – Accumulated Sick Leave (Disability Income Plan)

Sick leave may be accumulated if not used during the year, but the total accumulation shall not exceed eight (8) days or 64 hours. Sick leave will not be allowed for any day on which an employee would not have otherwise worked. Fifty percent (50%) of 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 3-4.7 – 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 Human Resources Director, and such other evidence of illness and inability to work as the Human Resources 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, unless otherwise approved by the Human Resources Director.

In cases of extended absence on approved sick leave, the Human Resources 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.

After any three (3) separate sick leave occurrences, the Human Resources 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.

SECTION 3-5 – Bereavement Leave

In the case of a death in his or her immediate family, a permanent, full-time employee shall be granted bereavement leave with pay following the date of death as follows:

A period of time not to exceed five (5) work days following the date of death for the following members of your immediate family:

Current Spouse	Child

A period of time not to exceed three (3) work days following the date of death for the following members of your immediate family:

Parent	Parent-in-law
Brother	Sister
Brother-in-law	Sister-in-law
Son-in-law	Daughter-in-law
Grandparent	Grandparent-in-law
Grandchildren	Current step-parent
Current step-sibling	Current step-child
Other relatives living in the same household	

Upon returning to work from Bereavement Leave, the employee shall submit a completed Request for Bereavement Leave form along with a full copy of the obituary.

SECTION 3-6 – Absence without Approved 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 approved 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 Human Resources Director 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, M.L. King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year’s Eve 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 – Healthcare Coverage

The Employer shall pay the cost of healthcare coverage for the employee, their spouse and their dependent children according to the provisions of the Affordable Care Act.

The Publicly Funded Health Insurance Contribution Act (Public Act 152 of 2011) provides for certain limitations on the amount that public employers may contribute toward the annual cost of medical benefit plans that cover their employees.

City Council has elected to apply the hard cap provision as provided for in Public Act 152 of 2011. The parties acknowledge that as of the effective date of this agreement, July 1, 2014, the City is under the hard cap and therefore, as of such date and for the ensuing year, the bargaining unit members would not be required to pay any portion of their healthcare costs as defined in Public Act 152. In the event that during the term of this contract the City's healthcare costs as defined in Public Act 152 exceed the hard cap, the City shall provide prompt notice to the Union and the parties shall meet to determine if adjustments can be made in the health insurance plan such that the City's healthcare costs are reduced to or below the hard cap. If the parties are unable to reach an agreement on such modifications, then the Employer shall follow the procedures as set forth in Public Act 152 regarding amounts which exceed the City's healthcare costs.

The medical and prescription drug coverage will be Blue Cross Blue Shield or, at the Employer's option, a plan substantially equivalent or similar to the present plan.

The plan will be defined as the "City of Port Huron Healthcare Program," with cost sharing in the form of deductibles and co-pays to the employee, as described below:

Yearly Deductible

In-Network (Member / Family)	Out-of-Network (Member / Family)
$500 / $1,000	$1,000 / $2,000

Coinsurance Amounts (percent co-pays)

Amounts apply once the deductible has been met.

In-Network (Member / Family)	Out-of-Network (Member / Family)
20%	40%

Coinsurance Maximums (percent co-pays)

Applies to coinsurance amounts for all covered services – including mental health and substance abuse services – but does not apply to deductibles, flat dollar co-pays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts.

In-Network (Member / Family)	Out-of-Network (Member / Family)
$1,500 / $3,000	$3,000 / $6,000

Office Visits Co-Pays

In-Network	Out-of-Network
$25	60% after deductible

Chiropractic Office Visit Co-Pays

In-Network	Out-of-Network
$10	60% after deductible

Includes unlimited Preventive Care
Includes $100.00 Emergency Room

Prescription Drug Co-Pays

$10 / $30 / $45

Includes Contraceptive Drug Rider
Includes 2x's Mail Order Drug Rider and 90-day Retail Rider.
Excludes Life Style Drugs with the exception of
Weight Loss and Smoking Cessation Drugs.

Annual Out-of-Pocket Maximums

Applies to deductibles, co-pays and coinsurance amounts for all covered services – including cost sharing amounts for prescription drugs.

In-Network	Out-of-Network
$6,350 / $12,700	$12,700 / $25,400

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 not a subscriber. In the event the subscriber of such a hospital-medical plan ceases to be so covered resulting in an employee losing member coverage, the Employer shall, upon notice, immediately enroll the affected employee under its existing plan with full coverage for him/herself, spouse and dependents, if any, thereby ensuring such an employee of continuous coverage for benefits.

Section 3-11.1 – Flexible Benefits Plan

The Employer agrees to institute flexible spending accounts for interested employees. Sometimes referred to as a cafeteria plan, flex plan, or a Section 125 plan – a Flexible Benefits plan lets the participant set aside a certain amount of their paycheck into an account – before paying taxes. During the year participants have access to this account for reimbursement of expenses they regularly pay for, such as healthcare and dependent daycare.

Reimbursable expenses can include:

- Deductibles, Co-pays, and Prescription Drugs
- Expenses no covered by insurance
- Dental Services and Orthodontics
- Eyeglasses, Contacts, Solutions & Eye Surgery
- Adult & Childcare Services
- Other plan qualified expenses

Section 3-11.2 – Waiver of Healthcare Coverage

Employees electing not to participate in the health insurance program, Section 3-11 Healthcare Coverage, will be eligible to receive a per month credit in lieu of receiving such coverage.

Effective July 1, 2011, the credit in lieu of health insurance will be increased to $250.00 per month.

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. Dual City couples will be eligible to receive $100.00 per month credit in lieu of receiving such coverage.

Section 3-11.3 – Retirees Healthcare Coverage

Coverage for employees retiring after January 1, 2012, except as otherwise provided for in this contract, shall receive retiree healthcare coverage that is not less in quality than the active employees covered by this agreement and may be better.

Section 3-11.4 – Health Care Savings Program (HCSP)

For those employees hired on or after January 1, 2010, the City will offer to contribute an employer match from a flat amount of $2.50 up to a 2% match of the employee's base wage per pay into the MERS Health Care Savings Program. The employer's contribution in this program will have a three (3) year vesting requirement.

Employees will contribute $2.50 per pay up to 100% of their base wage into the MERS Health Care Savings Program. The employee's contributions may be increased, but never decrease. Both the employer and employee contributions will be contributed and invested tax-free.

Effective July 1, 2014, MERS Health Care Savings Program current and future participating employees will no longer have the option to increase their contributions. The mandatory employee contribution will be 2% of the employee's base wage per pay beginning with the first pay date in July, 2014. The City will match 2% of the employee's base wage per pay beginning with the first pay date in July, 2014.

Upon leaving employment, the account is available to the employee, spouse and eligible dependents for tax-free reimbursement of medical expenses.

Section 3-11.4(a) – HCSP Participant Eligibility to Purchase Health Care

Employees hired on or after January 1, 2010, and their spouse of record, will be eligible to be included in the City's group health insurance plan following retirement, at the retiree's expense. The employee must meet the age and years of service requirements (Age 55/25 years of service) or their age plus years of service must equal 80 points to be eligible to purchase the City retirement health care benefit. The employee upon making an application for retirement mush choose to purchase or not purchase the City's group health insurance plan. The employee as a retiree, may not choose to purchase the City's group health insurance at a later time.

Section 3-11.5 – Dental Coverage

The City will provide a suitable dental plan, at the Employer's option, for each permanent full-time employee, spouse and their dependent children as defined by the plan administrator.

Effective September 1, 2014, the 80/20 dental plan with coverage for Class I, II and III benefits will be increased to $1,300 annually. It will continue to include an optional enhanced PPO that provides better coverage for employees who use a PPO member dentist. The enhanced PPO provides 100% coverage for diagnostic and preventive services, emergency palliative treatment and radiographs. The balance of Class I benefits would be covered at the rate of 85%. Coverage under the present dental plan will not change for those employees who continue to use a non-participating dentist. The dental plan shall include an orthodontic rider of fifty-percent (50%) with a $2,000 lifetime maximum per eligible person.

Effective September 1, 2014, the 50/50 plan with coverage for Class I, II and III benefits will be increased to $1,300 annually. The dental plan shall include an orthodontic rider of fifty percent (50%) with a $2,000 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 3-11.6 – 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.

Effective January 1, 2003, the optical reimbursement under this program will be increased to a maximum of $150.00 per employee with no dependents or $300.00 per family per year.

Effective January 1, 2015, the optical reimbursement under this program will be increased to a maximum of $250.00 per employee with no dependents or $500.00 per family per year.

SECTION 3-12 – Life Insurance

The Employer will provide a group life insurance plan for the employees, issued by a company of the Employer's sole and unrestricted choice, whereby the life of each employee will be insured in an amount equal to his or her base annual salary (based upon 2080 hours for each position in the bargaining unit) to a maximum of $50,000.

The employees will be allowed to purchase additional life insurance at the employee’s expense for themselves as well as their spouses and dependents of record in compliance with the company’s standard practice and premium requirements. For this benefit to be instituted, the group of eligible city employees must meet the company’s minimum participation standards.

SECTION 3-13 – Workers' Compensation

In the case of an accident / illness to an employee during the performance of their regular duty resulting in temporary disability to the extent that the employee is unable to resume their regular duties, they shall be entitled to the following compensation until sufficiently recovered to perform their regular duties:

Employees covered by the "old" (day earned per month) sick plan:

> Will be placed on Injury status for the first seven (7) calendar days following the date of injury and will be placed on Workers' Compensation status beginning with day eight (8).

Employees covered by the Disability Income Plan:

> Will be placed on Disability Income status for the first seven (7) calendar days following the date of injury and will be placed on Workers' Compensation status beginning with day eight (8). If an employee in this situation is unable to resume their regular duties for longer than fourteen (14) calendar days, Workers' Compensation will become retro to day one (1) and the Disability Income Plan will not be necessary. The Human Resources Department will work closely with the employee and physician to determine an estimated return-to-work date so that the employee will be compensated correctly.

If any employee receives Workers' Compensation benefits during any absence from work, the compensation payments will be at a reduced rate, according to Workers' Compensation guidelines, and calculated by the Workers' Compensation carrier.

SECTION 3-14 – Safety Shoes

Management is agreeable to continue the employer program to share the cost of safety shoes as follows:

> Employer share of safety shoe replacement: $175.00*
>
> *The employer will reimburse the employee the cost of the safety shoes 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.

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

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

SECTION 5-2 – Procedure

Section 5-2.1

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

Step 1: An employee may immediately, informally and briefly discuss 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 Stewart 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 Human Resources Director. Following the filings of the grievance, a conference will be held with the Steward and/or Official of the Union, the Human Resources 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) working days, at the request of either party, another meeting will be called to discuss the matter, and either party may bring in outside representatives for this meeting.

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

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 this System.

The MERS pension benefit program will include:

A. BENEFIT PROGRAM B-4 2.5% 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. Effective January 1, 2011, the employee pension contribution shall be as follows:

January 1, 2011 3% total employee contribution

The required employee contribution for union employees participating in the Municipal Employees Retirement System of Michigan (MERS) Group #12 will be 3% for all wages paid after January 1, 2011.

Additional 3% for all wages paid after July 1, 2011 – Total 6%
Additional 1% for all wages paid after July 1, 2012 – Total 7%
Additional 1% for all wages paid after July 1, 2013 – Total 8%

SECTION 6-2 – Hybrid Plan

Employees hired on or after January 1, 2010, shall be enrolled in the MERS Hybrid Retirement Benefit Plan. The Hybrid Plan will include a defined benefit, as well as, a Defined Contribution component.

- The Defined Benefit Plan will include a 1.25% multiplier.
- The Defined Contribution portion will include a 1% employer contribution and a 2.0% employee contribution, with employees able to contribute additional after-tax funds up to IRS limits.
- Vesting is Six (6) years.
- Three (3) year F.A.C. (Final Average Compensation)
- Normal Retirement at age 60.

SECTION 6-3 – 80 Point Plan

Employees hired after December 31, 1992 and prior to January 1, 2010, must have a total of 80 points (years of service + age) to receive Retirement Health Care Benefits. Employees hired on or after January 1, 2010, are required to participate in HCSP (see Section 3-12.4).

SECTION 6-4 – Cost of Living

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

SECTION 6-5 – 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 6-6 – Discrimination Clause

The provisions of this Agreement shall apply to all members covered by this Agreement without discrimination on account of religion, race, color, union activities, national origin, sex, disability, height, weight, arrest record, marital status, creed, and genetic information.

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

SECTION 7-1 – Separability and Savings Clause

If any Chapter or Section of this Agreement or of any Appendices thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with, or enforcement of, any Chapter or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Appendix 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, 2014, to and including twelve (12) midnight, June 30, 2017, and shall continue in full force and effect from year to year thereafter, unless at least sixty (60) days before any termination date either party notifies the other in writing of its desire to terminate, amend, or supplement the agreement.

SECTION 7-3 – Local Financial Stability and Choice Act of 2012 – Public Act 436 of 2012

This agreement shall not conflict with any Federal Law or State of Michigan Laws and shall be modified to comply with all requirements of Federal Law or State of Michigan laws or shall be renegotiated for the purpose of adequate conformance. As such, this Agreement is subject to the terms of the Local Financial Stability and Choice Act of 2012, Public Act 436 of 2012, MCL 141-1541 et. seq., and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act of 2012.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 4 of 2011, as amended, (Local Government and School District Fiscal Accountability Act) ("the Act"); or (3) an action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This section shall immediately become null and void if that Act is stayed, reversed in referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

IN WITNESS WHEREOF, the City of Port Huron officials signing below are authorized to sign this agreement as provided for in the 2011 City Charter of the City of Port Huron, Chapter 10, Section 10-1.

BY THE CITY OF PORT HURON

APPROVED AS TO SUBSTANCE:

_____	_____
James R. Freed, City Manager	Pauline M. Repp, Mayor

APPROVED AS TO FORM:	ATTESTED TO:
_____	_____
Gary A. Fletcher, Attorney	Susan M. Child, City Clerk

CERTIFIED AS TO SUFFICIENCY OF FUNDS:

_____	_____
Edward P. Brennan, Director of Finance	Julie A. Davis, Human Resources Director

Utility Workers Union of America, AFL-CIO and Its Local Union 532

_____	_____
James C. Harrison, Business Agent	Shawn N. Eagle, President

Dated: May 27, 2014

APPENDIX "A"
CLASSIFICATION & COMPENSATION RATES
Period of July 1, 2014 through June 30, 2016
ANNUAL WAGE ADJUSTMENT - 0%

	Hourly Rate of Pay		
Classification	Step A	Step B	Step C
Master Electrician [a]	$15.52	$18.85	$22.17
Wastewater Treatment Plant Operator [b c d]	$14.78	$17.95	$21.11
Water Plant Operator [e f]	$14.78	$17.95	$21.11
Electrical Repair [a]	$14.70	$17.84	$20.99
Equipment Operator III [j k]	$14.70	$17.84	$20.99
Solids System Operator	$14.70	$17.84	$20.99
Vehicle Mechanic [g]	$14.70	$17.84	$20.99
Utilities Repair [h]	$14.65	$17.79	$20.93
Radio Technician	$14.65	$17.79	$20.93
Tree Trimmer	$14.43	$17.53	$20.62
Equipment Operator II [i j k]	$14.25	$17.31	$20.36
Storekeeper	$14.25	$17.31	$20.36
Water Meter Technician	$14.25	$17.31	$20.36
Equipment Operator I [i j k]	$14.08	$17.10	$20.11
Parks Repair	$12.14	$14.74	$17.34
Laborer	$8.91	$10.82	$12.73

Key:

a. Electrician with Master License - additional $2.00/hour
b. WWTP Operator with State "C" Certification - additional $1.25/hour
c. WWTP Operator with State "B" Certification - additional $1.75/hour
d. Lead WWTP Operator - Add $1.00/hour over WWTP Operator and highest certification
e. WFP Operator with "F-3" Certification - additional $1.25/hour
f. WFP Operator with "F-2" Certification - additional $1.75/hour
g. Vehicle Mechanic with Master Certification in both Auto & Heavy Duty Truck - additional $1.25/hour
h. Utilities Repair with Welding Certification - additional $1.00/hour
i. EO I and/or EO II within the Parks, Forestry, Cemetery and Recreation Departments classified as Certified Pool Operator (CPO) - additional $0.50/hour for six (6) months during the pool season.
j. EO I, EO II and/or EO III within the Utility Service System Section with "S-3" Certification – additional $0.50/hour.
k. EO I, EO II and/or EO III within the Utility Service System Section with "S-2" Certification – additional $1.00/hour.

Notes:

1. Employees will be compensated at the highest certification level they have obtained according to the "Key" listed above.
2. Storekeeper classification will be eliminated from the Collective Bargaining Agreement effective February 1, 2016, per MOU dated January 21, 2014.

APPENDIX "A"
CLASSIFICATION & COMPENSATION RATES
ONE-TIME OFF SCHEDULE PAYMENT
1% OF BASE WAGE
July 1, 2014

Each member of the bargaining unit who is actively employed on July 3, 2014, shall receive a one-time off schedule payment equal to 1% of their base wage to be paid on July 11, 2014. This off schedule payment will not become part of the salary schedule and will not be counted toward final average compensation for pension purposes. Additionally, this one-time off schedule payment will be charged to the 2014-2015 budget.

APPENDIX "A"
CLASSIFICATION & COMPENSATION RATES
ONE-TIME OFF SCHEDULE PAYMENT
1% OF BASE WAGE
July 1, 2015

Each member of the bargaining unit who is actively employed on July 2, 2015, shall receive a one-time off schedule payment equal to 1% of their base wage to be paid on July 10, 2015. This off schedule payment will not become part of the salary schedule and will not be counted toward final average compensation for pension purposes. Additionally, this one-time off schedule payment will be charged to the 2015-2016 budget.

APPENDIX "A"
CLASSIFICATION & COMPENSATION RATES
Period of July 1, 2016 through June 30, 2017
ANNUAL WAGE ADJUSTMENT - 2%

	Hourly Rate of Pay		
Classification	Step A	Step B	Step C
Master Electrician [a]	$15.83	$19.23	$22.61
Wastewater Treatment Plant Operator [b c d]	$15.08	$18.31	$21.53
Water Plant Operator [e f]	$15.08	$18.31	$21.53
Electrical Repair [a]	$14.99	$18.20	$21.41
Equipment Operator III [j k]	$14.99	$18.20	$21.41
Solids System Operator	$14.99	$18.20	$21.41
Vehicle Mechanic [g]	$14.99	$18.20	$21.41
Utilities Repair [h]	$14.94	$18.15	$21.35
Radio Technician	$14.94	$18.15	$21.35
Tree Trimmer	$14.72	$17.88	$21.03
Equipment Operator II [i j k]	$14.54	$17.66	$20.77
Storekeeper	$14.54	$17.66	$20.77
Water Meter Technician	$14.54	$17.66	$20.77
Equipment Operator I [i j k]	$14.36	$17.44	$20.51
Parks Repair	$12.38	$15.03	$17.69
Laborer	$9.09	$11.04	$12.98

Key:

a. Electrician with Master License - additional $2.00/hour
b. WWTP Operator with State "C" Certification - additional $1.25/hour
c. WWTP Operator with State "B" Certification - additional $1.75/hour
d. Lead WWTP Operator - Add $1.00/hour over WWTP Operator and highest certification
e. WFP Operator with "F-3" Certification - additional $1.25/hour
f. WFP Operator with "F-2" Certification - additional $1.75/hour
g. Vehicle Mechanic with Master Certification in both Auto & Heavy Duty Truck - additional $1.25/hour
h. Utilities Repair with Welding Certification - additional $1.00/hour
i. EO I and/or EO II within the Parks, Forestry, Cemetery and Recreation Departments classified as Certified Pool Operator (CPO) - additional $0.50/hour for six (6) months during the pool season.
j. EO I, EO II and/or EO III within the Utility Service System Section with "S-3" Certification – additional $0.50/hour.
k. EO I, EO II and/or EO III within the Utility Service System Section with "S-2" Certification – additional $1.00/hour.

Notes:

1. Employees will be compensated at the highest certification level they have obtained according to the "Key" listed above.
2. Storekeeper classification will be eliminated from the Collective Bargaining Agreement effective February 1, 2016, per MOU dated January 21, 2014.

08-04-94

CITY OF PORT HURON
AND
UTILITY WORKERS UNION OF AMERICA
LOCAL 532 - GENERAL

JOB TRAINING PROGRAM

BASED ON A RECENT AGREEMENT BETWEEN THE PARTIES, THE CITY HAS STARTED A TRAINING PROGRAM FOR WASTEWATER TREATMENT PLANT OPERATORS. EMPLOYEES ASSIGNED TO LOCAL 532-GENERAL, WHICH INCLUDES DEPARTMENT OF PUBLIC WORKS, PARKS DIVISION, CEMETERY DIVISION, FORESTRY DIVISION AND RECREATION DEPARTMENT, MAY BID ON THESE TRAINING PROGRAMS.

BELOW ARE THE ELEMENTS WHICH ARE REQUIRED FOR THESE 2 POSITIONS.

POSITION: TRAINEE FOR WASTEWATER TREATMENT PLANT OPERATOR

1. OPENINGS ARE FOR TWO (2) EMPLOYEES TO TRAIN FOR WASTEWATER TREATMENT PLANT OPERATOR POSITIONS WHEN OPENINGS OCCUR.

2. EMPLOYEES REMAIN AT THEIR CURRENT POSITIONS WHILE IN THE TRAINING PROGRAM (MAY STILL BID OUT AT ANY TIME).

3. EMPLOYEES IN THE TRAINING PROGRAM MUST BE ENROLLED AND SUCCESSFULLY COMPLETE EIGHT COURSES AT ST. CLAIR COUNTY COMMUNITY COLLEGE. THE CITY WILL REIMBURSE THE EMPLOYEE FOR TUITION AND BOOKS UPON SUCCESSFUL COMPLETION. THE EMPLOYEE IS EXPECTED TO BE ENROLLED IN ONE COURSE PER SEMESTER WHILE IN THE TRAINING PROGRAM. FAILURE TO BE ENROLLED FOR ANY SEMESTER IN WHICH A REQUIRED COURSE IS OFFERED WOULD ELIMINATE THE EMPLOYEE FROM THE PROGRAM.

4. EMPLOYEES IN THE TRAINING PROGRAM MUST SUCCESSFULLY COMPLETE VOLUME I AND II OF THE SACRAMENTO OPERATION OF WASTEWATER TREATMENT PLANTS HOME STUDY COURSES WITHIN A TWO YEAR PERIOD OF TIME FROM THE DATE OF ACCEPTANCE INTO THE TRAINING PROGRAM. THE CITY WILL REIMBURSE THE EMPLOYEE FOR TUITION AND BOOKS UPON SUCCESSFUL COMPLETION.

5. AN EMPLOYEE WHO WITHDRAWS FROM THE TRAINING PROGRAM SHALL BE LIABLE FOR TRAINING COSTS ON A PRORATED BASIS FOR A TWO YEAR PERIOD OF TIME.

6. IN ORDER TO SUCCESSFULLY BID ON A WASTEWATER TREATMENT PLANT OPERATOR POSITION, AN EMPLOYEE MUST EITHER BE FULLY QUALIFIED AS STATED IN THE JOB ELEMENTS FOR THE POSITION, OR BE ENROLLED IN THE TRAINING PROGRAM.

7. THIS POSTING WILL BE MADE ONE TIME PER YEAR AS REQUIRED TO FILL TRAINING OPENINGS.

Memorandum of Understanding
City of Port Huron
and
Utility Workers Union of America
AFL-CIO and its Local 532

Section 1-9.5 of the collective bargaining agreement between the City of Port Huron and the UWUA Local 532 states:

"Where new types of equipment for which rates of pay are not established by this agreement are put into use, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties." "Rates agreed upon or awarded shall be effective as of the date of equipment is put into use."

As agreed by the City and Local Union 532, the following rates of pay will apply when operating the snow-throwing equipment listed below:

1. Unit #155, a John Deere 5200 tractor with a six (6) foot snow-thrower attachment will be paid at an E.O. II applicable rate of pay.

2. Unit #156, a John Deere 5200 tractor with a six (6) foot snow-thrower attachment will be paid at an E.O. II applicable rate of pay.

3. Unit #171, a Mustang skid-steer loader with a six (6) foot snow-thrower attachment will be paid at an E.O. III applicable rate of pay.

For the Union:

For the City:

11/6/02
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PORT HURON
AND
UTILITY WORKERS UNION OF AMERICA
AFL-CIO AND ITS LOCAL 532
January 21, 2014

The parties agree to allow Donald F. Plaut to remain in the Storekeeper job classification until his retirement effective date of February 1, 2016 as defined by this Memo of Understanding.

Additionally, the parties agree to lower the hourly rate of pay for the Storekeeper job classification according to the chart below in an effort to keep the City of Port Huron's Motor Vehicle Pool competitive and avoid outsourcing. Donald F. Plaut will remain in the Storekeeper position for the next two (2) years allowing him to reach his retirement date of 2-1-16. He will be paid the hourly rate of pay that is equivalent to an Equipment Operator I, Step "C". This change will take place effective January 25, 2014 as follows:

	Step A	**Step B**	**Step C**
Storekeeper (Current rate)	$14.25	$17.31	$20.36
Equipment Operator I (New rate)	$14.08	$17.10	$20.11

The parties also agree that between January 25, 2014 and February 1, 2016, Donald F. Plaut will assist the Utilities Division by answering telephone calls and will contact the appropriate Utilities Supervisor when the staff is not readily available or on location to accept telephone calls.

Effective February 1, 2016, the parties agree that the unionized Storekeeper job classification will be replaced with a non-unionized position at a lower rate of pay determined by Management.

The parties agree that Donald F. Plaut will assist in training the new non-unionized employee prior to his retirement effective date during a time period designated by Management.

Signed on this date: 1-21-14

For the Union:

Pres

V. Pres

Donald F Plaut

For the City:

Julie A. Davis

Robert E. Clegg

David W. Smith