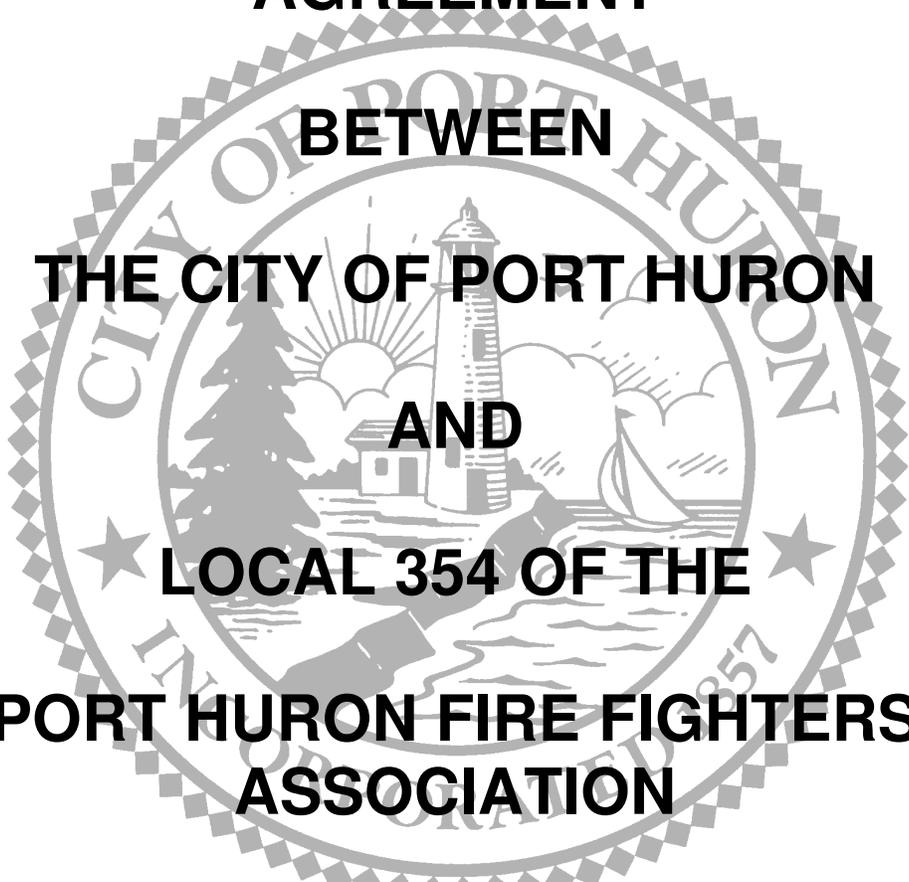


**AGREEMENT**  
**BETWEEN**  
**THE CITY OF PORT HURON**  
**AND**  
**LOCAL 354 OF THE**  
**PORT HURON FIRE FIGHTERS**  
**ASSOCIATION**  
**AFL-CIO**



EFFECTIVE:	07-01-2014
APPROVED:	05-27-2014
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## **AGREEMENT**

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of May 2014, by and between the CITY OF PORT HURON, MICHIGAN, a Municipal Corporation, hereinafter called the "Employer", and LOCAL 354 of THE PORT HURON FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union".

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

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

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

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

### **ARTICLE I - GENERAL CONDITIONS**

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

The Employer and the Union agree that the contents of this Agreement shall be a full and complete coverage and statement of the terms and conditions of employment for those employees covered by this Agreement and the conditions of employment shall be improved upon as prescribed wherever agreed upon. This Agreement shall be applicable as to all employees of the Fire Department of the Employer, except the Director of Public Safety, Chief of Fire Operations and civilian employees.

#### **SECTION 1-2 RECOGNITION, UNION SECURITY, DUES**

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

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

##### **Section 1-2.2**

The parties hereby agree to a modified agency shop. Under this arrangement, employees may elect to be a member of the Union or pay a service fee if they elect not to be a member. Members of the Union will pay dues which will be withheld and remitted to the Union. Employees who elect not to be a member of the Union will pay a service fee which will be withheld and remitted to the Union. The service fee shall be determined in accordance with state and federal law.

Management rights in regards to probationary employees shall continue. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Union shall not represent probationary employees in any personnel matters except in the event of discharge or discipline by the Employer because the probationary employees were engaged in authorized union activity.

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

**Section 1-2.3 Payment by Check-Off**

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

**Section 1-2.4 Check-Off Forms**

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

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

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

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

BY: \_\_\_\_\_  
(Print) Last Name First Name Middle Name

Employee Number: \_\_\_\_\_

TO: \_\_\_\_\_  
Employer Department

Date to Start Deduction \_\_\_\_\_ \$ \_\_\_\_\_  
Amount of Monthly Deduction

Signed \_\_\_\_\_

Address \_\_\_\_\_

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

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

BY: \_\_\_\_\_  
(Print) Last Name First Name Middle Name

Employee Number: \_\_\_\_\_

TO: \_\_\_\_\_  
Employer Department

Date to Start Deduction \_\_\_\_\_ \$ \_\_\_\_\_  
Amount of Monthly Deduction

Signed \_\_\_\_\_  
Address \_\_\_\_\_

**Section 1-2.5**

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

**SECTION 1-3 MANAGEMENT CLAUSE**

In accordance with Chapter V, Section 48 of the Charter of the City of Port Huron effective April 18, 1969, and applicable Ordinance provisions of the City of Port Huron and State Laws, the Employer shall remain vested with all management functions consistent with a merit system of personnel management. The Union recognizes fully all rights and prerogatives of the Employer to operate and manage its affairs in all respects in accordance with the Employer's responsibilities and all rights, powers, and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer. Further, when it is necessary for the Employer to accomplish the reduction of the work force for efficiency and economic purposes, the Employer shall do so whenever possible or practicable by means of attrition. In the event of a reduction in force, affected employees upon request will be placed in order of seniority in other available jobs within or without the Department providing such vacancies exist and providing such employees meet minimum job requirements and have the ability to perform the work.

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

## **SECTION 1-4 UNION ACTIVITIES**

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

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

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

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

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

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

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

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

### Special Conference

(1) Special conferences for important matters will be arranged between the Union President, Director of Public Safety and/or Chief of Fire Operations, and the Human Resources Director, or his/her designated representative, upon the request of either party. Such meetings shall be between no more than two representatives of each party. In extenuating circumstances, consideration can be given for one additional representative for each party. Arrangements for such special conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time between the parties. In the event the agreed upon time would fall during employees regular schedule, they shall not lose time or pay for time spent in such special conference.

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

## **SECTION 1-6 SENIORITY LAYOFF**

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

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

Non-probationary employees laid off shall retain all recall rights up to a maximum of three (3) years. Probationary employees shall not have recall rights.

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

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

## **SECTION 1-7 MAINTENANCE OF STANDARDS**

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

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

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

## **SECTION 1-8 UNIFORMS AND PROTECTIVE CLOTHING**

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

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

Each new employee upon hiring shall be furnished with three (3) sets of house uniforms consisting of three (3) long sleeve and three (3) short sleeve shirts, three (3) pair of trousers, two (2) nameplates with rank, and two (2) department badges. In addition to the above listed uniforms, each employee shall be issued a light weight winter jacket. The above listed uniforms shall be replaced as necessary by the Employer. The Fire Equipment Repairperson shall receive a set of coveralls with the Employer being responsible for rental and cleaning cost. Upon promotion to Fire Captain, each shall be furnished with a Class A uniform. The above listed Class A uniform shall be replaced as necessary by the Employer. Only items of the Class A uniform marked "dry clean only" shall be maintained as necessary by the Employer.

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

Effective July 1, 2010	\$500.00
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The above listed amounts shall be paid yearly, divided into two payments in January and July. Said payments shall cover the preceding six (6) months service.

### **SECTION 1-9 STRIKE PROHIBITION**

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

### **SECTION 1-10 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, marital status, creed, and genetic information.

### **SECTION 1-11 GROOMING CODE**

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

1. No beards of any type (including goatees) shall be allowed.
2. Trimmed mustaches are permissible. However, they shall not extend more than one-half ( $\frac{1}{2}$ ) inch beyond the edges of the corners of the mouth or extend more than one-half ( $\frac{1}{2}$ ) inch below the top edge of the upper lip.
3. Sideburns shall not exceed one and one-half inches (1  $\frac{1}{2}$ " ) in width and shall not extend beyond the bottom of the ear.
4. Male hair must be clean and its length shall not exceed a line extending from one ear lobe to the center of the shirt collar to the other ear lobe.
5. It is recognized that traditionally acceptable standards for female hairstyles differ considerably from those of males. The acceptability of the style will be judged by these criteria:
  - a. Hair must be clean and neatly arranged. No hair may be exposed during firefighting activities or be worn in a manner to create a safety hazard.
  - b. Hairstyles that preclude proper wearing of SCBA and/or fire department headgear is not permitted.

## **SECTION 1-12 PROBATIONARY EMPLOYEES:**

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

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

## **ARTICLE II - COMPENSATION**

### **SECTION 2-1 COMPENSATION**

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

### **SECTION 2-2 COMPENSATION PLAN - DURATION OF THIS AGREEMENT**

See Appendix "A" for compensation plan.

### **SECTION 2-3 COMPENSATION - APPOINTMENT RATES, STEP INCREASES**

See Appendix "A" for rates.

#### **Step Increases:**

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

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

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

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

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

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

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

The wage rate of employees hired after May 27, 2008, shall be determined according to the following pay ranges:

Start:	Step A	65% of top step in classification worked
Upon completion of 1st year	Step B	75% of top step in classification worked
Upon completion of 2nd year	Step C	85% of top step in classification worked
Upon completion of 3rd year	Step D	90% of top step in classification worked
Upon completion of 4th year	Step E	95% of top step in classification worked
Upon completion of 5th year	Step F	100% of top step in classification worked

**SECTION 2-4 COMPENSATION PLAN - OVERTIME**

Fire Department employees who fill in during absences or attend approved off duty training activities will be paid, or may elect to accrue compensatory time, at a rate of time and one-half. Overtime vacancy relief and training pay will be limited to budgeted allocations and within the discretion of the Chief of the Fire Department. Regular hourly rate is to be computed by dividing the annual rate by 2912 hours.

Emergency overtime worked in case of the public necessity arising out of great conflagration, riot, flood, epidemic or pestilence or disease will be paid, or may elect to accrue compensatory time, at a rate of time and one-half of the regular rate of pay for the time worked and that a three (3) hour minimum would be allowed for such emergency overtime. Employees living within a twenty (20) mile radius shall be called first in an emergency situation in order to facilitate putting emergency equipment into service as quickly as possible. Regular hourly rate is to be computed by dividing the annual rate by 2080 hours.

Overtime worked as a result of call-in for purpose of performing fire inspections, fire investigations, TEMS (Tactical EMS), maintenance or repairs and court time required as a result of performance of duties as a member of the unit will be paid, or may elect to accrue compensatory time, at a rate of time and one-half of their regular rate of pay for the time worked and that a three (3) hour minimum will be paid for such emergency overtime. Regular hourly rate is to be computed by dividing the annual rate by 2080 hours.

Compensatory time may be accrued to a maximum of forty-eight (48) hours.

Compensatory time off requests must be approved by the Shift Commander in accordance with department policy.

## **SECTION 2-5 COMPENSATION PLAN - LONGEVITY PAY**

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

- [a] 2 ½ % per year applied to annual base pay being received by the employee after five (5) years of continuous full-time service.
- [b] 5% per year applied to the annual base pay being received by the employee after ten (10) years of continuous service.
- [c] 7 ½ % per year applied to the annual base pay being received by the employee after fifteen (15) years of continuous service.
- [d] 10% per year applied to the annual base pay being received by the employee after twenty (20) years of continuous service.

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

Longevity compensation payments will become effective for the entire pay period in which the employee's anniversary date falls.

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

- The City agrees that it will not attempt to negotiate any change in longevity pay for employees hired on or before December 31, 1998.
- The Union agrees not to seek longevity pay for employees hired on or after January 1, 1999.

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

## **SECTION 2-6 WORKING OUT OF CLASSIFICATION**

A fire fighter working out of classification by assuming the responsibility of an officer shall receive premium pay of 5% of his/her current final annual rate (base rate plus longevity). A Captain acting as Battalion Chief shall receive premium pay of 5% of his/her current annual rate (base rate plus longevity). A Lieutenant acting as Captain shall receive premium pay of 5% of his/her current annual rate (base rate plus longevity). Premium pay shall be compensable for only the actual time on duty in respective capacity. A minimum of one (1) hour shall constitute premium time earned with additional time being compensated by the hour.

When Fire Fighters are permanently assigned to in-charge positions they will receive premium pay. The Director of Public Safety or his designee will determine the personnel assigned to these permanent in-charge positions.

## **ARTICLE III - IN-SERVICE ACTIVITIES**

### **SECTION 3-1 PROMOTIONS**

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

In competitive examinations for promotions, the applicant's knowledge of fire suppression, supervision, equipment and prevention will be tested and promotion made once the examining factors have been considered.

Fire Fighter applicants for promotion to the classification of Fire Lieutenant/ Inspector shall have a minimum of five (5) years service as a Fire Fighter with the P.H.F.D. and are encouraged to possess Fire Officer I and II certifications or Company Officer I and II certifications. Officers promoted shall have up to two (2) years to obtain the above required certifications.

Fire Lieutenant/Inspector applicants for promotion to the classification of Fire Captain/Inspector shall have a minimum of three (3) years service as Fire Lieutenant/Inspector and possess Fire Officer I and II and III certifications or Company Officer I and II and III certifications prior to testing.

Officers who fail to obtain their certifications within this time frame may be subject to disciplinary action up to and including demotion.

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

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

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

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

During the six (6) months' probationary period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union President. The matter may then become a proper subject for the second step of the Grievance procedure.

### **SECTION 3-2 TEMPORARY APPOINTMENTS**

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

### **SECTION 3-3 WORK SCHEDULE**

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

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

### **SECTION 3-4 TRADING OF DAYS**

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

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

### **SECTION 3-5 HOLIDAYS**

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

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

Employees whose work schedule is Monday through Friday will be allowed the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

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

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

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

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

## **SECTION 3-6 VACATION**

Each regular full-time employee will be allowed vacation leave in accordance with this section. No employee will be entitled to schedule vacation leave until he/she has served the employer at least one (1) year.

An employee shall be entitled on the January 1<sup>st</sup> following his/her anniversary date to that portion of vacation leave accumulated during the previous calendar year (January 1 – December 31). Thereafter all vacation leave will be accrued on a calendar year basis with each employee entitled to vacation leave as earned in the previous calendar year. Vacation leave will be accrued as of the date an employee enters the service of the Fire department.

Beginning May 27, 2008, vacation time for new employees will be prorated from their hire date to the first day of January following their date of hire. The prorated time accrued may be scheduled at this time and may be taken following completion of one year of service. Following this initial prorated adjustment, new employees will then accrue and schedule vacation on a calendar year basis as set forth for all employees in this section.

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

<b>YEARS OF SERVICE</b>	<b>ANNUAL VACATION LEAVE</b>
After 1 year	Five (5) work days
After 3 years	Seven (7) work days
After 5 years	Ten (10) work days

Fire Department employees whose work schedule is Monday through Friday will be allowed fifteen (15) vacation days per calendar year as vacation leave.

### Scheduling

To ensure effective department operations, all vacations will be scheduled in accordance with the department's vacation scheduling procedure as developed by the Director of Public Safety or his designee.

Floating vacation days may be utilized in half (12 hour) or whole day (24 hour) increments. In accordance with department policy, requests for utilization of these days must be approved by the Shift Commander and may not create a hiring situation.

### Longevity Vacation or Pay.

#### 10-Year Anniversary

All employees, upon completion of ten (10) years of service with the Employer, shall become eligible for a total of two (2) 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 two (2) 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. (Cash payment is defined as gross bi-weekly rate ÷ 2.) Investment in the ICMA Deferred Compensation Program or ICMA Roth IRA shall not be eligible for an employer match.

### 15-Year Anniversary

Furthermore, all employees, upon completion of fifteen (15) years of service with the Employer, shall become eligible for an additional three (3) longevity vacation days 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 regular rate of pay. (Cash payment is defined as gross bi-weekly rate ÷ 2.) Investment in the ICMA Deferred Compensation Program or ICMA Roth IRA shall not be eligible for an employer match.

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.

Beginning with calendar year 2015, employees with ten (10) or more years of service, will begin receiving their ten (10) and fifteen (15) year longevity vacation days on their anniversary date.

### 40-Hour Employees

For forty (40) hour employees, upon completion of ten (10) years of service and fifteen (15) years of service shall receive five (5) longevity vacation days.

### Accumulation

Any excess days beyond the twenty (20) vacation days authorized accumulation caused as a result of longevity vacation may only be carried over to the employee's next anniversary date. For forty (40) hour employees, the phrase "twenty vacation days" shall read "thirty vacation days".

### Accumulated Vacation Leave.

Vacation leave may be accumulated for two (2) full years or twenty vacation days. For forty (40) hour employee's vacation leave may be accumulated for two (2) full years or thirty (30) vacation days only. Approval for accumulation of a longer period of time can only be given by the Human Resources 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 shall receive pay for a maximum twenty (20) vacation days. In cases when employees have an excess of twenty (20) vacation days the employee shall make every effort to schedule off excessive days prior to separation. For forty (40) hour employees, the phrase "twenty (20) vacation days" shall read "forty (40) vacation days." If necessary the Director of Public Safety or his designee will work with the employee to modify the vacation schedule to accommodate this scheduling. If full-time employment is terminated before the probationary period is completed, no vacation leave shall be allowed.

Calculating vacation payout upon separation will be defined as gross biweekly rate of pay x 4 = 20 vacation work days.

## **SECTION 3-7 SICK LEAVE**

### **Section 3-7.1 – Old Sick Leave Plan**

Each regular full-time (56 hour) employee, who is not covered under the Disability Income Plan, will be granted sick leave with full pay for twenty-four (24) 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 2,160 hours. 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 six (6) months of service. 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.

Employees working a forty (40) hours per week schedule shall accrue sick leave at the rate of eight hours per month and shall be allowed a maximum accrual of 1,120 hours.

Employees may utilize their allowances of sick leave on the basis of application approved by the Director of Public Safety or his designee for absence necessitated by inability to perform the duties of their position by reason of illness, or by exposure to contagious diseases under circumstances in which health of the employee with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty. A certificate from a reputable physician, dentist, osteopath, or chiropractor may be required by Employer as evidence of illness before compensation for the period of illness is allowed. It shall be optional with the Human Resources Director whether the physical examination in such instance shall be administered by the City physician or upon request, employee's own medical physician, osteopathic physician, dentist, or chiropractor. Any medical fee for examination incurred at Employer's request as a result of the above requirements, shall be paid by the Employer.

### **Section 3-7.2 – City Disability Income Plan**

All full-time employees hired on or after August 10, 2011, will be given the one-time, irreversible option to select 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.

Effective January 1, 2012, eligible employees will receive 96 hours each January 1<sup>st</sup>. These days shall "carry over" into the next calendar year; however, at no time will an employee have a sick balance greater than 192 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 3-7.3 – Accumulated Sick Leave (Old Sick Leave Plan)**

When terminating employment with the City, an employee that has worked for the City for a minimum of ten continuous years would be eligible for a sick leave payout.

Up to 2,160 hours/90 twenty-four hour days of accrued sick leave shall be paid a 56 hour employee at their current daily rate of pay. To compute the daily rate of pay, divide the bi-weekly rate by fourteen (14). Multiply the daily rate times the total sick leave days eligible to be paid.

Fifty percent (up to 560 hours/70 eight hour days) of accrued sick leave shall be paid to a 40 hour employee at their current daily rate of pay. To compute the daily rate of pay, divide the bi-weekly rate by ten (10). Multiply the daily rate times the total sick leave days eligible to be paid.

### **Section 3-7.4 – Accumulated Sick Leave (Disability Income Plan)**

Up to 192 hours/8 twenty-four hour days of accrued sick leave shall be paid at their current daily rate of pay. To compute the daily rate of pay, divide the bi-weekly rate by ten (10). Multiply the daily rate times the total sick leave days eligible to be paid.

## **SECTION 3-8 WORKERS' DISABILITY COMPENSATION**

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

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

**SECTION 3-9 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 at the discretion of the Director of Public Safety or his designee:

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

Current Spouse	Child
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A period of time not to exceed four (4) calendar 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 or other documentation at the discretion of the Director of Public Safety or his designee.

**SECTION 3-10 MILITARY SERVICE – VETERANS**

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

## **SECTION 3-11 HEALTHCARE COVERAGE**

Effective, January 1, 2012, 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 years, 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  
\$10

Out-of-Network  
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  
\$6,350 / \$12,700

Out-of-Network  
\$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 not covered by insurance
- Dental Services and Orthodontics
- Eyeglasses, Contacts, Solutions & Eye Surgery
- Adult & Childcare Services
- Other plan qualified expenses

### **Section 3-11.2 Retirees Healthcare Coverage**

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

### **Section 3-11.3 – Health Care Savings Program (HCSP)**

Employees hired on or after January 1, 2012, 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 (F50/25) to be eligible to purchase the City retirement health care benefit. Employees hired on or after January 1, 2011, are required to contribute 2% of their base wage per pay into the MERS Health Care Savings Program, which will be matched by a City contribution of 2%. The employer's contribution in this program will have a three (3) year vesting requirement.

Both the employer and employee contributions will be contributed and invested tax-free.

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

The employee upon making an application for retirement must 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 plan at a later time. The employee as a retiree may drop the City's group health insurance plan at any time during retirement.

### **Section 3-11.4 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.

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.

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

### **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 50/50 plan 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, 1995, the City will provide an optical program for each permanent, full-time employee. The optical program will also be available to all family members listed as dependents on the employee's hospitalization policy.

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

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

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 GROUP LIFE INSURANCE**

The City will provide a group life insurance plan for the employees issued by a company of the City's sole and unrestricted choice whereby the life of each employee will be insured in an amount equal to the top step of the base salary for the classification of the employee to a maximum of \$50,000, based on the hire date of the employee.

The employees will be allowed to purchase additional life insurance at the employees' 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 PERSONNEL RECORDS**

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

### **SECTION 3-14 LEAVE OF ABSENCE WITHOUT PAY**

Written leaves of absence without pay for an extended period may, at the discretion of the City manager, be granted for a period not to exceed one (1) year. The Employer will promptly notify the Union upon application by the employee for such extended leave of absence. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal. Purposes for such leave may include but are not limited to the following: Illness (physical or mental), prolonged illness in the immediate family, and travel or study calculated to equip the employee to render more efficient service to the Employer. No leave shall be granted primarily in the interests of the employee, except in the case of one who has shown by his/her record or service or by other evidence to be more than average value to the Employer and whose service it is desirable to retain even at some sacrifice. An employee granted a leave of absence under this Section will not be permitted to engage in gainful employment during such period of leave except those instances where the leave is granted due to prolonged illness in the immediate family.

Leave of absence without pay for periods not to exceed three (3) days may be approved by the Department Head. Leaves of absence without pay for more than three (3) days must be approved by the 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 3-15 SUBSISTENCE ALLOWANCE**

Effective July 1, 2008, all 56-hour employees assigned to work a 24 hour schedule shall receive a semi-annual subsistence allowance of \$8.50 for each day actually worked, paid in January and in July. Each payment shall cover the preceding six (6) months of service. The employee must be at work for a minimum of twelve (12) hours to receive credit for that day. Time trades with other employees will not impact attendance status for the purpose of computing subsistence allowance. Note: 40-hour employees shall receive a semi-annual subsistence allowance of 50% of the daily rate designated for the 56-hour employees for each 8-hour day actually worked.

Effective July 1, 2014 the subsistence allowance shall be increased to \$10.00.

Effective July 1, 2015 the subsistence allowance shall be increased to \$10.30.

Effective July 1, 2016 the subsistence allowance shall be increased to \$10.60.

### **SECTION 3-16 EDUCATION**

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

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

Attendance at job related training classes while off-duty may be required on occasion or may be requested by department personnel. When compensated for attending off-duty, personnel will either be paid at the rate of time and one-half or at the discretion of the Director of Public Safety or his designee will be converted to a temporary 40 hour work schedule for the duration of the training. Personnel requesting attendance at training while off-duty must obtain prior approval from the Director of Public Safety or his designee. Overtime payment will be for times of scheduled sessions only. Personnel must attend while on duty whenever the option is available. The decision of whether a class is eligible for training time pay will be made by the Director of Public Safety or his designee.

Members of the bargaining unit who have successfully obtained one (1) or more advanced certifications as listed below shall receive \$150.00 per year divided into two equal payments in January and July for each advanced certification received. Advanced certifications for which this payment applies are: TEMS (Tactical EMS), Hazardous Material Technician, Confined Space Technician, Fire Investigator and Fire Inspector. Also the Fire Service Instructor certification as recognized by the Michigan Fire Fighters Training Council. Members shall receive \$200.00 per year divided into two equal payments in January and July for advanced certificate pay for EMT (Emergency Medical Technician) level licensure. Payments shall cover the preceding six (6) month's service. Verification of certifications rests with the Director of Public Safety or his designee. It shall be the responsibility of the member to provide the needed documentation on current status of all advanced certifications. In addition, each member is responsible for maintaining a valid State of Michigan EMT or MFR medical license.

Members of the bargaining unit who are attending training classes during their regularly scheduled duty day and have received prior approval from the Director of Public Safety or his designee shall receive credit for those hours absent from duty for the purpose of FLSA compensation.

### **SECTION 3-17 PHYSICAL FITNESS**

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

### **SECTION 3-18 ANNUAL JOB PERFORMANCE RATING**

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

## **ARTICLE IV - SUSPENSION, DISMISSAL, AND DEMOTION**

### **SECTION 4-1 SUSPENSION, DISMISSAL, AND DEMOTION**

No employee shall be dismissed, demoted or suspended, except for cause, and in no event until he/she shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within ten (10) days of notice to the Employer of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be on the Employer to justify the action complained of. In any proceeding, the employees shall have reasonable time as stated in Grievance procedure to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process.

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

## **ARTICLE V - GRIEVANCE AND ARBITRATION**

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

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

- (a) An employee with a grievance shall, within ten (10) calendar days of the knowledge of the occurrence of the incident which gave rise to the grievance, discuss it with the Director of Public Safety or his/her designated representative, with the object of resolving the matter informally, if requested, a member of the Executive Committee may be present.
- (b) If an impasse has been reached in the above step, the grievance shall be reduced to writing within five (5) calendar days of the informal meeting and delivered to the Human Resources Director after which he/she shall have five (5) calendar days to render an answer in writing to the Union President.
- (c) If no solution to the grievance can be reached by the above step, then the Union President shall request an audience for the employee and him/herself with the Human Resources Director. This step must be completed within ten (10) calendar days after step (b).
- (d) If no agreement can be reached in the preceding step, within ten (10) calendar days, either party may in writing, request arbitration. The party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the Arbitrator, excepting the parties' own expenses, shall be borne by the losing party. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in questions, but he/she shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline as for just cause; and he/she

may review penalty imposed and if he/she shall find it to be inappropriate and/or unduly severe, he/she may modify it accordingly. He/she shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall so determine, to order the payment of back wages and compensation of an employee, which the employee would otherwise have received, and/or enter such other and/or future awards as may be appropriate and just. His/her award shall be final and binding on the parties and affected employees.

- (e) The Grievance Procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

**ARTICLE VI - RETIREMENT**

**SECTION 6-1 PENSIONS**

**Section 6-1.1 – Defined Benefit**

All full-time employees shall be covered by the Municipal Employees’ Retirement System (MERS) with an employee contribution rate of 5%. The following benefit plan shall apply:

B-4, FAC-3, F50/25, RS50, D2, and 10-year vesting

Effective, July 1, 2011 the required employee pension contribution will be adjusted as follows:

Contribution increase / effective date	Total Contribution
Additional 3% for all wages paid after July 1, 2011	8.0%
Additional 1% for all wages paid after July 1, 2012	9.0%
Additional 1% for all wages paid after July 1, 2013	10.0%

**Section 6-1.2 – Hybrid Plan**

Employees hired on or after July 1, 2014, 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 2.0% 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).
- Retirement Eligibility age 55 with 25 years of service.
- If you leave the employer prior to Retirement Eligibility (55/25) but are vested, you are then eligible to collect at age 60.

### **Section 6-1.3 – Deferred Compensation**

Effective July 3, 1999, the Employer shall match contributions of non-probationary employees to the ICMA-RC Deferred Compensation Program up to a maximum of 3% of salary as defined by the Municipal Employees' Retirement System (MERS). The 3% match will be computed on a per-pay basis.

Employees hired on or after July 1, 2014, shall not be eligible to receive the employer's 3% match in the ICMA-RC Deferred Compensation Program. New employees may participate in the ICMA-RC Deferred Compensation Program with their own contributions.

### **Section 6-1.4 – Military Service Credit**

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

## **ARTICLE VII - SEPARABILITY AND SAVINGS CLAUSE - TERMINATION**

### **SECTION 7-1 SEPARABILITY**

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

### **SECTION 7-2 DISTRIBUTION OF AGREEMENT**

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

### **SECTION 7-3 DURATION**

THIS AGREEMENT shall be effective July 1, 2014, and shall remain in full force and effect to and including June 30, 2017. The parties agree that, commencing not later than 90 days prior to the expiration of this Agreement, they will undertake negotiations for a new Agreement for a succeeding period. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on 90 days' written notice.

### **SECTION 7-4 LOCAL FINANCIAL STABILITY AND CHOICE ACT OF 2012 – PUBLIC ACT 436 OF 2012**

This Agreement is subject to the terms of the Local Financial Stability and Choice Act of 2012 – Public Act 436 of 2012, 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.

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

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

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Dated: May 27, 2014

**APPENDIX "A"**  
**CLASSIFICATIONS AND COMPENSATION RATES**

**Salary Schedule – Period July 1, 2014 through June 30, 2016 (0.0% increase)**

<b>Classification</b>	<b>Step A Starting 65%</b>	<b>Step B 1<sup>st</sup> Year 75%</b>	<b>Step C 2<sup>nd</sup> Year 85%</b>	<b>Step D 3<sup>rd</sup> Year 90%</b>	<b>Step E 4<sup>th</sup> Year 95%</b>	<b>Step F 5<sup>th</sup> Year 100%</b>
Battalion Chief						\$71,459
Fire Captain					\$64,652	\$68,055
Fire Lieutenant					\$58,776	\$61,869
Fire Fighter	\$36,559	\$42,184	\$47,808	\$50,621	\$53,433	\$56,245

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

Note: The base rate of Battalion Chief will be 5% above the Step F rate of Captain.  
The Fire Department Repairman and Fire Training Coordinator shall receive a 5% premium.

**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"**  
**CLASSIFICATIONS AND COMPENSATION RATES**

**Salary Schedule – Period July 1, 2016 through June 30, 2017 (2.0% increase)**

<b>Classification</b>	<b>Step A Starting 65%</b>	<b>Step B 1<sup>st</sup> Year 75%</b>	<b>Step C 2<sup>nd</sup> Year 85%</b>	<b>Step D 3<sup>rd</sup> Year 90%</b>	<b>Step E 4<sup>th</sup> Year 95%</b>	<b>Step F 5<sup>th</sup> Year 100%</b>
Battalion Chief						\$72,888
Fire Captain					\$65,945	\$69,416
Fire Lieutenant					\$59,952	\$63,106
Fire Fighter	\$37,290	\$43,028	\$48,764	\$51,633	\$54,502	\$57,370

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

Note: The base rate of Battalion Chief will be 5% above the Step F rate of Captain.  
The Fire Department Repairman and Fire Training Coordinator shall receive a 5% premium.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF PORT HURON  
AND  
PORT HURON FIRE FIGHTERS ASSOCIATION LOCAL 354  
February 17, 2012**

The parties agree that:

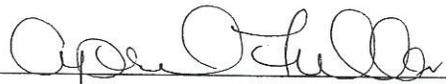
The Port Huron Fire Department will utilize the title of Fire Marshall for the position of Fire Captain/Inspector or Fire Lieutenant/Inspector when assigned to the full time 40-hour position.

This is not a new position or new classification nor will it be considered a promotion in any way. The current work schedule and rate of pay will not change.

Signed on this date: 2-17-2012

For the Union:

  
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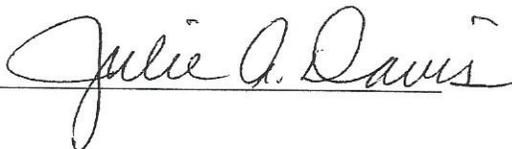
  
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For the City:

  
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF PORT HURON  
AND  
PORT HURON FIRE FIGHTERS ASSOCIATION LOCAL 354  
February 17, 2012**

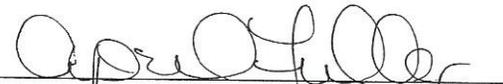
The parties agree that:

The Port Huron Fire Department will utilize the rank of Division Chief for the position of Fire Training Coordinator.

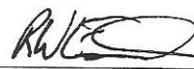
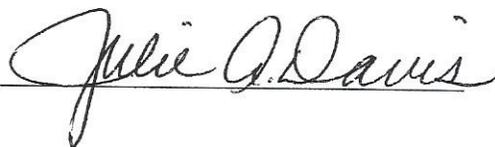
This is not a new position or new classification nor will it be considered a promotion in any way. The current work schedule and rate of pay will not change. While in this position the role and authority will not extend beyond that as described in the Fire Training Coordinator's Job Description.

Signed on this date: 2-17-2012

For the Union:

  
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For the City:

  
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