

The seal of the City of Port Huron is a circular emblem with a checkered border. Inside the seal, there is a lighthouse on a rocky shore, a sailboat on the water, a sun with rays, and a pine tree. The words "CITY OF PORT HURON" are written around the top inner edge, and "INCORPORATED 1857" is written around the bottom inner edge. Two stars are positioned on the left and right sides of the seal.

**AGREEMENT
BETWEEN
THE CITY OF PORT HURON
AND
POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

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

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ARTICLE I - AGREEMENT

SECTION 1.1

This Agreement made and entered into this 27th day of May 2014, by and between the City of Port Huron, Michigan, party of the first part, and hereinafter referred to as the "Employer" and/or the "City," and the Police Officers Association of Michigan, hereinafter referred to as the "Union."

ARTICLE II - PURPOSE AND INTENT

SECTION 2.1

The general purpose of this Agreement is to set forth terms and conditions of employment and provide for a system to promote orderly labor relations for the mutual interest of the Employer, the Employees and the Union.

SECTION 2.2

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.

SECTION 2.3

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.

SECTION 2.4

The Employer and the Union agree that the contents of this Agreement shall be a full and complete coverage and statement of the terms and conditions of employment for those employees covered by this Agreement and the conditions of employment shall be improved upon as prescribed wherever agreed upon. It is understood and agreed that this Agreement shall cover all Police Officers, Detectives, Traffic Safety Officer, Warrant Officer and Animal Control Officer who perform work for the City of Port Huron, County of St. Clair, State of Michigan, excluding Sergeants, Lieutenants, Captain, Police Chief, and all other employees of the Port Huron Police Department.

ARTICLE III - RECOGNITION

SECTION 3.1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer including the bargaining units described above.

ARTICLE IV - UNION SECURITY

SECTION 4.1

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

ARTICLE V - REQUIREMENT OF UNION MEMBERSHIP

SECTION 5.1

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall not be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

SECTION 5.2

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee on or before the thirtieth (30th) day following such effective date. The service fee shall be determined in accordance with State and Federal law.

SECTION 5.3

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee on or before the thirtieth (30th) day following the beginning of their employment in the unit. The service fee shall be determined in accordance with State and Federal law.

SECTION 5.4

An employee who shall tender an initiation fee and the periodic dues or a service fee uniformly required as a condition of acquiring or retaining membership shall be deemed to meet conditions of this section.

SECTION 5.5

Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE VI - CHECK-OFF

SECTION 6.1

Employees shall tender the initiation fee and monthly membership dues or a service fee equal to Union dues by signing the Authorization for Check-off of Dues form. Changes either as to additions or deletions in Union membership or changes in dues rates will be certified to the Employer by the Union at least one (1) month in advance of the effective date of the change.

SECTION 6.2 – 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 hereinafter set forth, the Employer agrees to deduct Union membership dues levied in a service fee equal to Union dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

**AUTHORIZATION FOR REPRESENTATION BY THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

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

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

TO: _____
Employer Department

_____ Signed: _____
Employee Number

\$ _____ Address: _____
Monthly Deduction

Date to Start Deduction: _____

SECTION 6.3 – WHEN DEDUCTIONS BEGIN

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

SECTION 6.4 – REMITTANCE OF DUES TO FINANCIAL OFFICER

The amount of the initiation fees and dues will be certified to the Employer by the appropriate Union officer.

SECTION 6.5

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

SECTION 6.6 – TERMINATION OF CHECK-OFF

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit.

SECTION 6.7 - DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the Grievance Procedure.

SECTION 6.8

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

ARTICLE VII - MANAGEMENT RIGHTS

SECTION 7.1

The Union recognizes fully all rights and prerogatives of the Employer to operate and manage its affairs in all respects in accordance with the Employer's responsibilities and all rights, powers, and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE VIII - UNION REPRESENTATION

SECTION 8.1

The employees of the bargaining unit shall elect, from among their membership, a board of officers consisting of a Unit President, Vice President, Secretary, Treasurer and Chief Steward. The Unit President may appoint four alternate stewards. The union shall certify to the employer this elected board of officers and keep such list current at all times.

SECTION 8.2

The general roles and responsibilities of the Unit President, Vice President, Secretary and Treasurer shall be articulated in the bargaining unit's by-laws. For the purposes of this contract, the role of the Chief Steward, Alternate Steward and Unit President shall be limited to the investigation and presentation of grievances, disciplinary actions, or contract violations, as outlined in this agreement.

SECTION 8.3

The employees within the bargaining unit shall be represented by the Chief Steward for the purpose of investigating these alleged grievances, disciplinary actions or contract violations. The Unit President or an alternate steward may serve in the absence or conflict of interest of the Chief Steward.

SECTION 8.4

The Chief Steward, alternate steward or Unit President shall give notification to their immediate supervisor that it is their intent to investigate an alleged grievance. Such investigations will not last more than one (1) hour unless authorized by the appropriate supervisor. For the purpose of presentation of a grievance at the Human Resources Director level, the Chief Steward, Alternate Steward or Unit President shall give prior notification to the Human Resources Department, or designated representative in the Human Resources Director's absence, of the union's intent to present a grievance.

ARTICLE IX - SPECIAL CONFERENCES

SECTION 9.1

Special conferences for important matters will be arranged between the Unit President, Chief of Police and the Human Resources Director, or their designated representative, upon request of either party. Such meetings shall be between no more than two (2) representatives of each party. In extenuating circumstances, consideration can be given for one additional representative for each party. Arrangements for such special conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time between the parties. In the event the agreed upon time would fall during employees regular work schedule, they shall not lose time or pay for time spent in such special conference.

SECTION 9.2

It is not the purpose of this section to resolve matters which would be characterized as grievances under this Agreement.

ARTICLE X - SENIORITY

SECTION 10.1 – PROBATIONARY EMPLOYEES

New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their employment. Six (6) months of their probationary period will be on assignment to the patrol division. Upon successful completion of ninety (90) calendar days, the employee shall commence to receive all fringe benefits to which regular permanent employees are entitled and shall be entered on the seniority list of the unit and shall rank for seniority from the date of employment with the Port Huron Police Department. There shall be no seniority among probationary employees.

SECTION 10.2

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 3.1 of this Agreement. The Union shall not represent probationary employees in any personnel matters except in the event of discharge or discipline by the Employer because the probationary employees were engaged in authorized union activity.

SECTION 10.3

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

SECTION 10.4

Should two (2) or more employees have been hired on the same day, then seniority shall be established by the highest score attained on the application test for employment in the Departments.

SECTION 10.5

An employee shall lose their seniority for the following reasons only:

- A. The employee quits.
- B. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Department Head or their designated representative. Exceptions may be made by the Employer and in cases where the affected employee presents a credible explanation as finally determined in the "Grievance Procedure" for such absence without notification, the employee shall be reinstated with full seniority rights. After such absence, the Employer will send written notification to the employee at their last known address by certified or registered mail that the employee has lost their seniority, and their employment has been terminated.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made by the Employer and in cases where the affected employee presents a credible explanation as finally determined in the "Grievance Procedure" for such absence without notification, the employee shall be reinstated with full seniority rights.

SECTION 10.6 – SENIORITY OF STEWARD AND OFFICERS

Notwithstanding their position on the seniority list, the Chief Steward, Unit President, Vice President, Secretary and Treasurer shall, in the event of a layoff of any type, be continued at work as long as there is a job in the Department which they can perform, and shall be recalled to work in the event of a layoff on the first open job in the Department which they can perform.

ARTICLE XI - UNION BULLETIN BOARD

SECTION 11.1

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

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

ARTICLE XII - DISCRIMINATION CLAUSE

SECTION 12.1

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.

ARTICLE XIII - COMPENSATION RATES

SECTION 13.1

The rates of compensation for employees in this bargaining unit are attached hereto as Appendix "A" and agreed to be a part of this Agreement.

The wage rate of employees hired after October 1, 2009, 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 13.2

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

ARTICLE XIV - 12-HOUR WORK SCHEDULE

SECTION 14.1

Members assigned to the Patrol Division shall work a 12-hour shift schedule.

SECTION 14.2

On the 12-hour shift schedule, shift hours shall normally be 0600/0700 hours to 1800/1900 hours, 1800/1900 hours to 0600/0700 hours. The employer may, at its discretion, implement 12-hour power shifts that begin at times other than these noted to meet the needs of the organization. These power shifts will be assigned by seniority, and will be implemented for a period of time no less than six (6) months in length unless extenuating circumstances exist to terminate the shift. Employees may bid for a shift pursuant to Article XXX, Section 30.1. In addition, the employer shall have the exclusive right to assign employees to a specific platoon on a shift. This section will supersede SECTION 14.9 – 12-HOUR WORK SCHEDULE.

SECTION 14.3

While employees are working the 12-hour shift schedule, the Employer shall have the right in its sole and exclusive discretion to reschedule employees with a seventy-two (72) hour notice, specifically for training, special events and court. The Employer also has the right to approve or deny an employee's request for time off.

SECTION 14.4

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

SECTION 14.5

Temporary trading of shifts between two (2) employees may be done by mutual consent of individuals involved; provided that a minimum of eight (8) hours prior notice shall be given to the Officer in Charge. Partial trades will normally be restricted to a minimum of four (4) hours occurring at either the starting or the final four (4) hours of a twelve (12) hour shift. Partial trades of less than four (4) hours occurring at the starting or ending of the twelve (12) hour shift must be approved by the Platoon Commanders. Multiple shift trades involving more than two (2) employees must be approved by the Chief, or Captain of the Department. The Employer shall retain the right to review and veto or deny any such proposed multiple shift trade when in the reasonable exercise of judgment by the employer such trade would adversely affect the safety and welfare of the citizens of Port Huron and the Port Huron Police Department; and, in the event of such denial, the Employer shall inform the Union of the reason or reasons therefore in writing within a reasonable time after such denial.

SECTION 14.6

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

SECTION 14.7

Employees who work the 12-hour shift shall receive time and one-half (1-1/2) rate of their pay for all time worked over 12 hours.

SECTION 14.8

Special Assignments, SUCH AS THE SPECIAL CRIMES UNIT OR DRUG TASK FORCE, shall not necessarily be governed by this Article.

SECTION 14.9 - 12-HOUR WORK SCHEDULE

	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>
Platoon 1			W	W			W	W	W			W	W	
Platoon 2	W	W			W	W				W	W			W
Platoon 3			W	W			W	W	W			W	W	
Platoon 4	W	W			W	W				W	W			W

HOURS

DAYS - 7 a.m. - 7 p.m. - Platoons 1 and 2
NIGHTS - 7 p.m. - 7 a.m. - Platoons 3 and 4

****THE SCHEDULE CONTINUES TO CYCLE EVERY 14 DAYS****

SECTION 14.10

Normal assignments will consist of one (1) person patrol units.

ARTICLE XV - OVERTIME

SECTION 15.1 – TIME AND ONE-HALF

Time and one-half will be paid for all overtime to employees of the Police Department with the exception of that overtime made necessary because of training activities. Time worked in excess of the normal work week for the purpose of adjusting rotating shifts shall not constitute overtime.

SECTION 15.2 – 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.

ARTICLE XVI - OVERTIME EQUALIZATION

SECTION 16.1

It is agreed between the Employer and the Union that the principle of equalization of overtime shall be applied. The Employer shall devise an appropriate method to accomplish equalization of overtime as equitable as possible within the work schedule within each platoon and records will be maintained and made available for inspection by employees. Special overtime will be assigned on a Department-wide basis whenever possible. Because of the daily fluctuations in personnel resources and operational emergencies, command officers are only obligated to make one attempt to contact member(s) for overtime. For equalization purposes, a no response or a telephone answering machine response shall be considered an equalization attempt, but not a refusal.

SECTION 16.2

The overtime list will be posted monthly.

SECTION 16.3

In computing overtime for the purposes of this Section, holiday, vacation and sick leave time shall be counted as time worked.

ARTICLE XVII - CALL-IN - COURT PAY

SECTION 17.1

Call-in pay shall be provided all employees in the following cases and according to the following schedules:

- A. Any employee who is unexpectedly called back into work with less than twenty-four (24) hours notice, or without consideration of the employee's schedule shall entitle that employee to call in pay.
- B. Appearances to testify at all court and administrative hearings for which the employee is served a subpoena excluding, however, all civil litigation, except those related to performance of duty -- a three (3) hour minimum guarantee at time and one-half the employee's regular hourly rate; provided however, an employee who has received any witness fee and/or mileage fee who is entitled to call-in compensation herein provided for shall, at the option of the employer, turn the witness fee and/or mileage fee into the Employer, keep the same as credited toward the total call-in compensation to which the employee is entitled or in the case the employer is responsible for the witness and/or mileage fees to include the same as part of the total compensation to the employee hereunder; in no event shall the employee receive more than the hourly rate herein provided.

SECTION 17.2

Any employee who is requested to attend a department meeting shall be compensated for a minimum of two (2) hours, at time and one-half their hourly rate of pay, if the following conditions are met; the employee is given more than forty-eight (48) hours notice of the meeting, and/or the employee's personal schedule is given some consideration.

If the planned meeting is canceled with more than twenty-four (24) hours notice, no compensation will be paid. If the planned meeting is canceled by the employer with less than twenty-four (24) hours notice, the employee shall receive one hour of compensation at time and one-half their hourly rate.

SECTION 17.3

Any option which may be used by the Employer as herein before provided, shall not prevent the employer from applying another option at a later date.

SECTION 17.4

Call-in time, other than as described above, by any employee in the bargaining unit shall be a three (3) hour minimum guarantee at time and one-half the employee's regular hourly rate.

SECTION 17.5 – OVERTIME ADJACENT TO A NORMAL SHIFT, RETURN TO DUTY OR SCHEDULED

Call-in pay does not apply to overtime worked either before or following a normal shift and continues therewith nor to a return to duty, either voluntarily or as required by the Employer, to perform that which the employee should have done during their regular tour of duty but negligently or inadvertently failed to do so.

Scheduled overtime, defined as overtime in which the employee receives advanced notice, will be paid at time and one-half for a minimum of three (3) hours. If the scheduled overtime ends prior to the three (3) hour minimum, Management reserves the right to reassign the officer for the remainder of the three (3) hours. Scheduled overtime includes: advanced notice shift shortages, special events and special details.

In the event the scheduled overtime is cancelled upon the employee's arrival for work, the employee will be given the option of taking one (1) hour pay at time and one-half or being reassigned to work the three (3) hour minimum.

ARTICLE XVIII - SHIFT DIFFERENTIAL

SECTION 18.1

Shift differential shall be paid to uniformed Police Department personnel as follows:

4:00 p.m. to 12:00 midnight	1.5%
8:00 p.m. to 4:00 a.m.	2.0%
12:00 midnight to 8:00 a.m.	2.0%

SECTION 18.2

Shift differentials shall be paid to uniformed police personnel working the twelve (12) hour schedule as follows:

3:00 p.m. to 7:00 p.m.	1.5%
7:00 p.m. to 7:00 a.m.	2.0%

ARTICLE XIX - LONGEVITY COMPENSATION

SECTION 19.1

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

- A. 2-½% per year applied to the 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 the annual base pay being received by the employee after fifteen (15) years of continuous full-time service.
- D. 10% per year applied to annual base pay being received by the employee after twenty (20) years of continuous full-time service.

SECTION 19.2

Longevity compensation is based upon total, continuous length of service with the City, and does not relate to length of service in a particular classification. Longevity date begins with the date of hiring as regular probationary employee. Such service must be continuous unless on authorized leave of absence, in which case that period of time shall be deducted from total length of service provided that such unpaid leave of absence exceeds 30 days.

SECTION 19.3

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

SECTION 19.4

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

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

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

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

ARTICLE XX - UNIFORM ALLOWANCE AND MAINTENANCE

SECTION 20.1 – UNIFORM ALLOWANCE AND MAINTENANCE

Each employee shall be provided with a uniform allowance as follows to be used to maintain their uniform which they shall do in a reasonable manner.

The uniform allowance will be increased as follows:

July 1, 2006	\$1,100.00
July 1, 2011	\$1,300.00
July 1, 2012	\$1,375.00
July 1, 2013	\$1,450.00

SECTION 20.2

A full uniform shall be furnished to each new employee. One (1) year after an employee has been hired, the employee shall be entitled to a uniform allowance, paid in advance, fifty (50%) percent of the total uniform allowance shall be paid in the month of January, and fifty (50%) percent of the total uniform allowance shall be paid in the month of July. In the event of separation from employment, the employee shall be paid uniform allowance prorated on a daily basis from the previous payment.

SECTION 20.3 – REPAIR, REPLACEMENT OR ADJUSTMENT OF CLOTHING AND/OR EQUIPMENT

Any uniform, clothing, or equipment belonging to the employee damaged, stolen or ruined in the performance of duty by an employee shall be repaired, replaced or adjustment made by the Employer; provided, however, such provision shall not apply should the damage be occasioned by or due to the carelessness or negligence of the employee. In order to qualify for such repair, replacement or adjustment, the employee shall immediately notify their supervisor who will obtain a statement from the employee and witnesses, if any. The statements and a recommendation by the supervisor shall be forwarded to the Department Head who will make a recommendation to the Finance Director.

SECTION 20.4

The City will issue required official uniform patches.

SECTION 20.5 – EQUIPMENT / BOOT ALLOWANCE

Each employee shall be provided with an annual equipment / boot allowance as follows to be used to purchase miscellaneous equipment and to maintain their boots which they shall do in a reasonable manner. Payment will be made in July.

The equipment / boot allowance will be as follows:

July 1, 2014 \$300.00 annually

SECTION 20.6 – SECONDARY WEAPON ALLOWANCE

Each employee will receive a one-time payment of \$500.00 in July 2014 to purchase a secondary weapon as a safety precaution in the event that their primary weapon is disabled or unavailable.

ARTICLE XXI - TEMPORARY ASSIGNMENT COMPENSATION

SECTION 21.1

Employees filling a temporary assignment to a classification higher than such employee's permanent classification shall receive the rate of pay of the higher classification for the length of time worked in the higher classification. Any temporary assignment for more than fifteen (15) work days to a higher classification for the position of Administrative Services Sergeant shall be filled by the Traffic Safety Officer in the Traffic Division. In the event the Traffic Safety Officer is not able to assume the duties of the Administrative Services Sergeant, then it shall be passed on to the police officer who has the most seniority in their assignment to the Traffic Division. The employee that takes this assignment shall receive the rate of pay for the higher classification, retroactive to the first day worked out of classification. Any temporary assignment for more than fifteen (15) working days to a higher classification in the Detective Bureau, that employee taking this assignment shall receive a Sergeant's rate of pay retroactive to the first day worked out of classification. An employee performing in a classification lower than the employee's permanent classification will not be required to accept any reduction in pay for such period of time worked in the lower classification.

ARTICLE XXII - ANNUAL LEAVE

SECTION 22.1

Police Department employees who work shifts will be allowed fourteen (14) days (one hundred twelve [112] hours) per calendar year as vacation leave plus eight (8) additional work days (sixty-four [64] hours) leave in lieu of holidays for each twelve (12) months of service. Holidays are: (1) New Years Day, (2) Martin Luther King, Jr.'s Birthday, (3) Presidents' Day, (4) Memorial Day, (5) Independence Day, (6) Labor Day, (7) Thanksgiving Day and (8) Christmas Day. It is the intent to provide the shift employees with twenty-two (22) work days (one hundred seventy-six [176] hours) annual leave.

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

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

SECTION 22.2

Police Department employees whose work schedule is Monday through Friday will be allowed fifteen (15) work days (120 hours) per calendar year as vacation leave plus nine (9) days (72 hours) on the following holidays: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day, (6) Friday after Thanksgiving Day, (7) Christmas Eve Day, (8) Christmas Day and (9) New Year's Eve Day.

Employees hired after January 1, 1995, shall be entitled to the same holidays as other Police Department union employees whose work schedule is Monday through Friday, however, vacation leave shall be granted according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
After 1 year	6 days / 48 hours
3 years	11 days / 88 hours
5 years	15 days / 120 hours

SECTION 22.3

Employees who work on the calendar day of any holiday listed in Section 22.1 or 22.2, shall be paid at the rate of time and one-half (1-1/2x) for all hours worked. The calendar day shall be defined as beginning at 12:00 midnight and ending at 12:00 midnight. Employees who are called in to work or scheduled to work on New Year's Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and New Year's Eve Day will be paid at the rate of double time (2x) for all hours worked.

SECTION 22.4

Each regular full-time employee will be allowed vacation leave in accordance with this section except that no employee will be entitled to vacation leave until they have served the employer at least one year. All vacation leave will be accrued on a calendar year basis with each employee entitled to vacation leave as earned in the previous calendar year. Vacation leave will be accrued as of the date an employee enters the service of the City.

SECTION 22.5 – SCHEDULE

At the discretion of the Department Head, the above annual leave may be utilized as two (2) separate leave periods. Selection of vacation periods shall be made on the basis of seniority in classification. Identical vacation periods may not be selected in consecutive years.

SECTION 22.6 – 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 (forty [40] hours) 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. The investment option will be net of any applicable payroll tax (i.e., Medicare). In addition, the employee investment shall not be eligible for an employer match. 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 (eighty [80] hours) on their anniversary date. Employees will then be given the option to keep, receive cash payment 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. The investment option will be net of any applicable payroll tax (i.e. Medicare). In addition, the employee contribution shall not be eligible for an employer match. 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 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 10 year anniversary date and will schedule the additional days as outlined in Section 22.5 above.

Effective January 1, 1996, employees with 20 years of service will be granted eight (8) hours, being one (1) additional vacation day.

SECTION 22.7

Any excess days beyond the forty-four (44) days (three hundred fifty-two [352] hours) authorized accumulation caused as a result of longevity vacation may only be carried over to the officers next anniversary date.

SECTION 22.8 – ACCUMULATED VACATION LEAVE

Vacation leave may be accumulated for two (2) full years or forty-four (44) work days (three hundred fifty-two [352] hours) only. (See Section 22.5). If full-time employment is terminated before probationary period is completed, no vacation leave shall be allowed.

For twelve (12) hour shift employees, the maximum number of vacation days that may be sold at retirement will be forty-four (44) or three hundred fifty-two (352) hours. For eight (8) hour shift employees, the maximum number of vacation days that may be sold at retirement will be thirty (30) or two hundred forty (240) hours.

The maximum number of longevity vacation days sold at retirement will be five (5) days or forty (40) hours.

SECTION 22.9 – PERSONAL FLOATING HOLIDAY

The Employer is in agreement to add two (2) additional leave days per calendar year starting January 1, 2012. These days will be called Personal Floating Holidays. The employee must request these days, in writing, at least forty-eight (48) hours prior to the requested day off. The final approval of the request rests with the Police Chief, or Captain. Note: Employees working eight (8) hour shifts will be eligible for two (2) eight (8) hour leave days. Employees working twelve (12) hour shifts will be eligible for two (2) twelve (12) hour leave days. Personal Holidays are earned on a calendar year basis and are non-accumulative. Personal Holidays not used within the calendar year shall be credited and payment made to the employee in January.

SECTION 22.10 – SPECIAL PERSONAL HOLIDAY

Effective January 1, 2012, the Employer agrees to add two (2) additional leave days per calendar year called Special Personal Holidays (SPH). The employee must request these days, in writing, at least seventy-two (72) hours prior to the day off and be restricted by the following guidelines:

- It may not be used on a holiday.
- It may not be used during special events.
- If approval creates overtime, it is contingent upon voluntary acceptance of the overtime by another member of the bargaining unit.
- Only one (1) employee's request for a Special Personal Holiday will be considered, per shift.

Final approval rests with the Police Chief, or Captain. Special Personal Holidays are earned on a calendar year basis and is non-accumulative. Special Personal Holidays not used in the calendar year shall be credited and payment made to the employee in January. Note: Employees working eight (8) hour shifts will be eligible for two (2) eight (8) hour leave days. Employees working twelve (12) hour shifts will be eligible for two (2) twelve (12) hour leave days.

ARTICLE XXIII - SICK LEAVE

SECTION 23.1

Each regular full-time salaried employee 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. 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.

Probationary employees serving their initial probationary period with the Employer must receive approval from their immediate supervisor to utilize sick leave.

Employees 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 23.2

A certificate from a reputable physician may be required at the option of the Employer, as evidence of illness after three (3) days of absence from employment due to illness, before compensation for the period of illness is allowed. It shall be optional with the Chief of Police whether the physical examination in such instance shall be administered by the City Physician, or upon request, employee's own medical or osteopathic physician. In the event said certificate is required to substantiate compensable sick leave the costs of such certificate or examination shall be at the expense of the Employer. Any member of the bargaining unit who uses more than six (6) days of sick leave in any one calendar year, may be required by the Police Chief or alternate to provide a doctor's certificate after each additional one (1) day's absence. This proof if required will be secured within twelve (12) hours of the call-in time. Any employee working on afternoons or midnights will have to secure this certificate during the clinic hours of the day following the call-in.

SECTION 23.3

Sick leave may be accumulated if not used during the year, but the total accumulation shall not exceed one hundred forty (140) days or 1120 hours. Sick leave will not be allowed for any day on which an employee would not have otherwise worked. Fifty (50%) percent of accumulated sick leave shall be paid an employee terminating employment with the City at the employee's then current rate of pay provided the employee has worked a minimum of ten (10) continuous years.

SECTION 23.4 – NOTICE OF ABSENCE

When an employee is not able to report for work, it will be the responsibility of the employee or some member of their household to notify the officer in charge at least one (1) hour before the employee's starting time. If the officer in charge is not available, the employee or the member of the employee's household must leave a message and telephone number so that the officer in charge can return the call. Unless the employee's department is so notified, no absence will be approved, except in unusual cases and then only after approval by the Chief of Police.

ARTICLE XXIV - WORKERS' COMPENSATION

SECTION 24.1

In case of an accident 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 their regular compensation until sufficiently recovered to perform the employee's regular duties for a period of ninety (90) calendar 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.

SECTION 24.2

If any employee received workers' compensation payments during any absence from work, any compensation payments which may be paid to the employee under the provisions of the Chapter shall be reduced to the extent of such workers' disability payments.

ARTICLE XXV - BEREAVEMENT LEAVE

SECTION 25.1 – 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 Chief of Police:

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
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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 or other documentation at the discretion of the Chief of Police.

ARTICLE XXVI - LEAVE OF ABSENCE WITHOUT PAY

SECTION 26.1

Written leaves of absence without pay for an extended period shall be granted for good reason by the Human Resources Director for a period not to exceed one (1) year. The employer will promptly notify the Union upon application by the employee for such extended leave of absence. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal. Purposes for such leave shall be as follows: maternity leave, illness leave (physical or mental), prolonged illness in immediate family, and for such other like causes.

ARTICLE XXVII - UNION CONVENTIONS

SECTION 27.1

Leave of absence without pay will be granted for the attendance of one (1) Union member for the purpose of attending the annual POAM Delegates meeting. Replacement of those Union members attending conventions shall be provided by either (a) trading time or (b) payment of straight time to those officers filling in during such absence.

ARTICLE XXVIII - MILITARY SERVICE - VETERANS

SECTION 28.1

Any employee who enters into active service in the armed forces of the United States, upon the honorable termination of such service, shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed to make it impossible or totally unreasonable to do so, in which event the employee will be offered such employment in line with their seniority as may be available which the employee is capable of doing at the current rate of pay for such work, provided the employee reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

SECTION 28.2

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

SECTION 28.3 – VETERAN’S LAW

Except as hereinafter provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

SECTION 28.4 – EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XXIX - WORKING HOURS

SECTION 29.1

The established normal minimum work week for employees shall be forty (40) hours (forty-two [42] hours for a twelve [12] hour work-schedule employee). Hours of work shall be determined by the Employer. Five (5) days notice shall be given by the Employer to employees affected with a copy to the Unit President in the event a major shift change is instituted. The Employer has the right to regulate hours of work to meet any and all public safety emergencies.

SECTION 29.2

Temporary trading of shifts between two (2) employees may be done by mutual consent of individuals involved; provided that a minimum of eight (8) hours prior notice shall be given to the officer in charge. Multiple shift trades involving more than three (3) employees must be approved by the Chief, or Captain of the department. The Employer shall retain the right to review and veto or deny any such proposed multiple shift trade when in the reasonable exercise of judgment by the Employer such trade would adversely affect the safety and welfare of the citizens of Port Huron and the Port Huron Police Department; and, in the event of such denial the Employer shall inform the CHIEF STEWARD of the reason or reasons therefore in writing within a reasonable time after such denial.

SECTION 29.3

Employees working the twelve (12) hour work schedule will be permitted two (2) twenty (20) minute lunch period to be taken at a convenient time during their twelve (12) hour tour of duty. Employees will be on call during such lunch period. All other bargaining unit employees will continue to receive lunch periods as in the past.

ARTICLE XXX - PERMANENT SHIFTS

SECTION 30.1

In September, the Union President or designee shall poll the membership regarding shift preference and such assignments shall be made in seniority order. Such shift assignment shall commence with the first payroll period in October and shall remain in effect for 12 months.

ARTICLE XXXI - HEALTHCARE COVERAGE

SECTION 31.1

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 31.2 - 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 31.3 – WAIVER OF HEALTHCARE COVERAGE

Employees electing not to participate in the health insurance program, 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.

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

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 31.4 – RETIREE 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 31.5 – HEALTH CARE SAVINGS PROGRAM (HCSP)

Employees hired on or after July 1, 2011, 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 July 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.

SECTION 31.5(a) – HCSP PARTICIPANT ELIGIBILITY TO PURCHASE HEALTH CARE

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.

ARTICLE XXXII - DENTAL COVERAGE AND OPTICAL PROGRAM

SECTION 32.1

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.

SECTION 32.2

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.

SECTION 32.3

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 32.4 – OPTICAL PROGRAM

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

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

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.

ARTICLE XXXIII - LIFE INSURANCE

SECTION 33.1

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 \$50,000.00, 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.

ARTICLE XXXIV - PROFESSIONAL INDEMNITY INSURANCE

SECTION 34.1

The City will obtain professional indemnity insurance covering the employees or to cover said employees as a self-insurer. Any payment by the City of membership dues to an Association or any other such payment incidental to the procurement of such insurance coverage shall be considered an incident of insurance only and not a separate employment benefit.

ARTICLE XXXV - PROMOTIONS

SECTION 35.1

Promotions to positions within the bargaining unit and outside of the bargaining unit to the position of Sergeant only shall be made on the basis of ability and seniority as hereinafter set forth. In the event that a job vacancy exists, it will be posted for a period of fifteen (15) calendar days setting forth the requirements for the position in a conspicuous place. Employees interested shall apply to the Chief of Police within fifteen (15) calendar days of the posting period. Following the posting period, a written test will be administered for the purpose of filling the vacancy.

SECTION 35.2

The applicant must attain at least seventy (70%) percent score on the written portion of the application test to be eligible for promotion. The employee's overall performance rating shall comprise 40% of the total weighted score and shall consist of two parts:

- A. Promotional Potential Evaluation - 20% - Completed on each candidate by Port Huron Sergeants, Lieutenants, and Captain just prior to the administration of the written examination for the positions of Detective, Traffic Safety Officer, Warrant Officer, and Sergeant. All the command ratings for each candidate will be totaled, divided by the total number of command raters (twelve [12] if all positions are filled) and multiplied by 20%.

SECTION 35.3

An applicant's final score will be determined by the weighted factors of the areas tested as follows:

- A. Written - 40%
- B. Overall Performance Rating - 40%
- C. Seniority - 10% - Calculated as follows: one-half ($\frac{1}{2}$) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points, as of the date of the promotional test.
- D. Oral Board - 10% - Each eligible candidate will be afforded the opportunity to continue in the process and be interviewed by a three member panel from outside the Port Huron Police Department. The Chief will select oral board members. The Union may reject an oral board member for cause within five days of the posting of the panel members.

SECTION 35.4

An eligibility list shall be 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 City agrees to review, in the future, examination results and give copies at the request of the police officer.

SECTION 35.5

Upon establishment of an eligibility list, if test results indicate tied scores, then seniority shall prevail according to the seniority list provided for in Section 10.3 of this Agreement and the senior employee shall be granted a six (6) month probationary period to determine: 1) the employee's desire to remain on the job; 2) the employee's ability to perform the job. In the event, promotion shall be a proper subject for special conference. During the six (6) month probationary period the employee shall have the opportunity to revert back to their former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Unit President in writing by the Employer with copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure. (Memorandum of Understanding dated November 28, 1977: In the case of writing for the promotion to Lieutenant, it is further agreed that the same selection process of the top three (3) as outlined in the Police Supervision Contract would apply.)

SECTION 35.6 – ELIGIBILITY LIST

The eligibility list as established by the Employer shall remain up to, but not to exceed, one (1) year from the date of its establishment; however, the Employer may abolish such list in less than one (1) year if said list no longer contains a required minimum of four (4) applicants. The eligibility list shall be considered expired one (1) year from the date of establishment.

ARTICLE XXXVI - LAYOFF AND RECALL

SECTION 36.1 – LAYOFF

In reducing the working force because of the lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided that the employee having greater seniority who was retained, is qualified to do the work available. Disputes arising out of the application of the above provision shall be subject to the Grievance Procedure in the Agreement.

SECTION 36.2 – NOTIFICATION

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

SECTION 36.3 – RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority. Notices of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report within ten (10) days from the date of mailing of notice of recall the employee shall be considered a quit.

ARTICLE XXXVII - TRANSFERS

SECTION 37.1

If an employee is transferred to a position in the Department under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, the employee shall have accumulated seniority while working in the position to which the employee was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement. Any transfer of employees other than a temporary transfer not covered above will be discussed between the Employer and the Union.

ARTICLE XXXVIII - USE OF PAST RECORDS

SECTION 38.1

The Employer agrees that for the purpose of promotion and in matters of discipline, the employee's performance records covering incidents of minor infractions shall not be used beyond the time period of eighteen (18) months. Written Warnings shall be removed from the employee's file after eighteen (18) months if there are no additional disciplinary actions within the said eighteen (18) months.

SECTION 38.2

The Employer shall not allow anyone, with the exception of Police Department personnel, the City Administrator, City Human Resources Director, or Assistant City Administrator, Corporation Counsel, the City Attorney, or Assistant City Attorneys to read, view, have a copy of, or in any way peruse a member's personnel file or any personnel records, which are kept by the Human Resources Department and the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein.

ARTICLE XXXIX - TEMPORARY ASSIGNMENTS

SECTION 39.1

Any temporary assignment to a higher classification shall be filled by the top employee appearing on the latest promotional eligibility list at the option of the employee. Should the top employee on said eligibility list decline the assignment, then the next employee on the eligibility list shall have the option. Should all employees on the eligibility list decline the assignment, then the temporary assignment shall be filled by seniority within the bargaining unit. Should these employees decline such assignment, then the Police Chief shall select the employee with the least amount of seniority to fill such assignment. Provided, however, the promotional eligibility list for the purpose of selecting an employee for such temporary assignment shall be for a period of time up to, but not in excess of, two (2) years, notwithstanding Section 35.6 of this contract.

ARTICLE XL - VACANT

Deleted and language incorporated into Article XXXV Promotions.

ARTICLE XLI - DISCIPLINE OR DISCHARGE

SECTION 41.1 – NOTICE OF DISCHARGE OR DISCIPLINE

The Employer agrees to, promptly upon discharge or discipline of an employee, notify in writing the Unit President or Chief Steward of the discharge or discipline.

SECTION 41.2

The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the Steward of the shift. Upon request, the Employer or designated representative, will discuss the discharge or discipline with the employee and the Steward.

SECTION 41.3 – APPEAL OF DISCHARGE OR DISCIPLINE

Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days, not including the weekend, of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Human Resources level of the Grievance Procedure.

ARTICLE XLII - GRIEVANCE PROCEDURE

SECTION 42.1

The employer will answer in writing any grievance presented to it in writing by the Union.

SECTION 42.2

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

SECTION 42.3

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

SECTION 42.4

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

The Union may discuss the grievance with the immediate supervisor as outlined in Article VIII. If the matter is thereby not disposed of within three (3) working days, it will be submitted by the Union in writing on forms supplied by the Union to the immediate Supervisor. The immediate Supervisor shall answer the grievance within three (3) working days.

SECTION 42.5

Step 2: If the grievance is not satisfactorily settled in Step 1, the Union may within three (3) working days appeal the grievance in writing to the Bureau Captain. A meeting will be held between the Chief Steward and the Bureau Captain to discuss the grievance within five (5) days from the date the appeal is received. The Bureau Captain shall submit to the Union within five (5) days after this meeting an answer stating the department's position concerning the grievance as a result of this meeting.

SECTION 42.6

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

SECTION 42.7

Step 4: If the grievance is not satisfactorily settled in Step 3, the Union may within five (5) days, appeal the grievance to the Human Resources Director. A meeting will be held between at least two (2) representatives of the Union and at least two (2) representatives of the Employer to discuss the grievance within seven (7) calendar days from the date the appeal is received by the Human Resources Officer. The Human Resources Director shall submit to the Union, within five (5) days after this meeting, an answer stating the Employer's position concerning the grievance as a result of the meeting.

SECTION 42.8

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

SECTION 42.9 – ARBITRATION

Should the parties fail to reach agreement after Step 4 above, the Union may request, within twenty (20) days, to arbitrate the dispute through the services of the American Arbitration Association in accordance with its rules, or the Federal Mediation and Conciliation Service (FMCS) in accordance with its recommended rules.

SECTION 42.10

The Employer and the Union agree that fees regarding arbitration procedure shall be borne by the losing party in such arbitration.

SECTION 42.11

Time limits may be extended by mutual agreement.

SECTION 42.12 – FINALITY OF DECISIONS

There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee, or employees involved, and the Employer.

SECTION 42.13 – PAYMENT OF BACK PAY CLAIMS AND COMPUTATION OF BACK WAGES

In determining payment of back pay claims and computation of the back wages, the employer and the Union agree that the Arbitrator will, as nearly as possible, attempt to make the employee whole. In so doing, the Arbitrator will take notice of that income earned from other sources as a set off that would not have been able to be earned otherwise and also allow proofs to be submitted regarding losses suffered by the employee as a direct result of the Employer's decision.

ARTICLE XLIII - PENSION

SECTION 43.1

All employees will be covered under the Municipal Employees' Retirement System (MERS). Benefit levels provided will be B-4, 2.5% multiplier, RS 50, FAC-3, F50/25, D2, and 10-year vesting.

SECTION 43.2

The required employee contribution for Union employees participating in the Municipal Employees Retirement System of Michigan (MERS) Group #17 will be 2.0% for all wages paid through July 2, 2010 and will be 5.0% for all wages paid after July 3, 2010.

The required employee contribution for Union employees participating in the Municipal Employees Retirement System of Michigan (MERS) Group #17 will be as follows:

Additional 3% for all wages paid after July 1, 2011 – Total 8%

Additional 1% for all wages paid after July 1, 2012 – Total 9%

Additional 1% for all wages paid after July 1, 2013 – Total 10%

SECTION 43.3 – 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 43.4

Effective July 3, 1999, employer shall match contributions of non-probationary employees to the ICMA-RC deferred compensation program up to a maximum of 3% of salary as defined by the Municipal Employees' Retirement System (MERS). The 3.0% match will be computed on a per-pay basis.

SECTION 43.5

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

ARTICLE XLIV - SEPARABILITY AND SAVINGS CLAUSE

SECTION 44.1

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

SECTION 44.2

In the event that any Chapter or Section is held invalid or enforcement of or compliance with which has been reinstated, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XLV - TERMINATION AND MODIFICATION

SECTION 45.1

This Agreement shall remain in full force and effect until June 30, 2017.

SECTION 45.2

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year's termination date.

SECTION 45.3

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) day's written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

SECTION 45.4

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

ARTICLE XLVI - DURATION

SECTION 46.1

The duration of the Agreement will be from July 1, 2014, expiring June 30, 2017.

ARTICLE XLVII – LOCAL FINANCIAL STABILITY AND CHOICE ACT OF 2012 PUBLIC ACT 436 OF 2012

SECTION 47.1 – 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.

Inclusion of the 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 other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

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

Police Officers Association of Michigan

James Tignanelli, Business Agent

Brian W. Kerrigan, President

Dated: May 27, 2014

APPENDIX A
CLASSIFICATION AND COMPENSATION RATES

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

<u>Classification</u>	<u>A Start (65%)</u>	<u>B Start (75%)</u>	<u>C Start (85%)</u>	<u>D Start (90%)</u>	<u>E Start (95%)</u>	<u>F Start (100%)</u>
Detective / TSO / W.O.	39,651	45,751	51,851	54,901	57,951	61,001
Police Officer	37,685	43,483	49,281	52,179	55,078	57,977
Animal Control Officer	30,395	35,071	39,747	42,085	44,423	46,761

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 AND COMPENSATION RATES

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

<u>Classification</u>	<u>A Start (65%)</u>	<u>B Start (75%)</u>	<u>C Start (85%)</u>	<u>D Start (90%)</u>	<u>E Start (95%)</u>	<u>F Start (100%)</u>
Detective / TSO / W.O.	40,444	46,666	52,888	55,999	59,110	62,221
Police Officer	38,439	44,353	50,267	53,223	56,180	59,137
Animal Control Officer	31,003	35,772	40,542	42,927	45,311	47,696

APPENDIX B

1. The bargaining unit includes Animal Control Officer.
2. Those portions of the Agreement between the City and POAM and variations thereof which shall apply to Animal Control Officer are as follows:

Articles I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXX, XXXI, XXXII, XXXIII, XXXIV, XXXV, XXXVI, XXXVII, XXXVIII, XLI, XLII, XLIV, XLV, XLVI.

Article XXIX - The following portion only of this section shall apply to Animal Control Officer "The established normal minimum work week for Animal Control Officer shall be forty (40) hours. Hours of work shall be as determined by the Employer."

Article XLIII - This Chapter shall not apply to Animal Control Officer. Animal Control Officer is presently a member of the city wide MMERS Pension Plan and shall continue to participate therein consistent with and subject to the privileges and conditions thereof as other City employees participating in such plan.

3. Any Article or subsection of the principal Agreement between the POAM and the City not specifically listed in this Appendix shall not apply to Animal Control Officer.