

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 text "CITY OF PORT HURON" is 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
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**

EFFECTIVE:	07-01-2018
APPROVED:	04-23-2018
EXPIRES:	06-30-2021

INDEX

ARTICLE	SECTION	DESCRIPTION	PAGE
I		AGREEMENT	1
II		PURPOSE AND INTENT	1
III		RECOGNITION	1
IV		UNION SECURITY	1
V		REQUIREMENT OF UNION MEMBERSHIP	2
VI		CHECK-OFF	2 – 4
	6.2	Check-Off Forms	3
	6.3	When Deductions Begin	3
	6.4	Remittance of Dues to Financial Officer	3
	6.6	Termination of Check-Off	4
	6.7	Disputes Concerning Membership	4
VII		MANAGEMENT RIGHTS	4
VIII		UNION REPRESENTATION	4 – 5
IX		SPECIAL CONFERENCE	5
X		SENIORITY	5 – 6
	10.1	Seniority Lists	5
	10.3	Loss of Seniority	6
XI		COMPENSATION	6
	11.1	Compensation Rates	6
XII		OVERTIME	6 – 7
	12.1	Overtime	6
	12.2	Overtime Equalization	6
	12.4	Compensatory Time	7
XIII		SHIFT DIFFERENTIAL	7
XIV		CALL-IN PAY – COURT PAY	8 – 9
	14.6	Overtime Adjacent to a Normal Shift, Return to Duty or Scheduled	9
	14.7	Residency	9
XV		LONGEVITY COMPENSATION	10

INDEX

ARTICLE	SECTION	DESCRIPTION	PAGE
XVI		UNIFORM ALLOWANCE AND MAINTENANCE	11
	16.1	Uniform Allowance and Maintenance	11
	16.2	Repair, Replacement or Adjustment of Clothing and/or Equipment	11
	16.4	Equipment / Boot Allowance	11
	16.5	Supervisor Certification Allowance	11
XVII		TEMPORARY ASSIGNMENT COMPENSATION	12
XVIII		ANNUAL LEAVE	12 – 14
	18.5	Schedule	13
	18.6	Longevity Vacation or Pay	13
	18.8	Accumulated Vacation Leave	14
	18.9	Personal Floating Holiday	14
	18.10	Special Personal Holiday	14
XIX		SICK LEAVE	15
XX		WORKERS COMPENSATION	16
XXI		BEREAVEMENT LEAVE	16 – 17
	21.1	Bereavement Leave	16 – 17
XXII		NOTICE OF ABSENCE	17
XXIII		LEAVE OF ABSENCE WITHOUT PAY	17
XXIV		UNION CONVENTIONS	17
XXV		MILITARY SERVICE – VETERANS	17 – 18
	25.2	Veteran’s Law	18
	25.3	Educational Leave of Absence for Veterans	18
XXVI		WORKING HOURS	18
XXVII		PERMANENT SHIFTS	18
XXVIII		12-HOUR WORK SCHEDULE	19 – 20
	28.9	12-Hour Work Schedule	

INDEX

ARTICLE	SECTION	DESCRIPTION	PAGE
XXIX		HEALTHCARE COVERAGE	21 – 24
	29.2	Flexible Benefits Plan	23
	29.3	Waiver of Healthcare Coverage	23
	29.4	Retiree Healthcare Coverage	23
	29.5	Health Care Savings Program (HCSP)	23 – 24
	29.5(a)	HCSP Participant Eligibility to Purchase Healthcare	24
XXX		DENTAL COVERAGE	24
	30.1	Dental Coverage	24
	30.2	Optical Program	24
XXXI		LIFE INSURANCE	25
XXXII		PROFESSIONAL INDEMNITY INSURANCE	25
XXXIII		PROMOTIONS	25 – 27
XXXIV		DEMOTION AND RECALL	27
	34.1	Demotion	27
	34.3	Recall Procedure	27
XXXV		TRANSFERS	28
XXXVI		LATERAL TRANSFERS	28
XXXVII		USE OF PAST RECORDS	28
XXXVIII		TEMPORARY ASSIGNMENTS	29
XXXIX		DISCHARGE, SUSPENSION OR DEMOTION	29
	39.1	Notice of Discharge or Discipline	29
	39.3	Appeal of Discharge or Discipline	29
XL		GRIEVANCE AND ARBITRATION PROCEDURES	30 – 31
	40.4	Step 1	30
	40.6	Step 2	30
	40.7	Step 3	30
	40.8	Arbitration	31
	40.11	Finality of Decisions	31
	40.12	Payment of Back Pay Claims and Computation of Back Wages	31

INDEX

ARTICLE	SECTION	DESCRIPTION	PAGE
XLI		PENSION	31 – 32
	41.1	Defined Benefit Plan	31
	41.4	Hybrid Plan	32
	41.5	ICMA Match	32
XLII		SEVERABILITY AND SAVINGS CLAUSE	33
XLIII		TERMINATION AND MODIFICATION	33 – 34
	43.5	Local Financial Stability and Choice Act of 2012 – Public Act 436 of 2012	34
		APPENDIX “A” – CLASSIFICATIONS AND COMPENSATION RATES	

ARTICLE I - AGREEMENT

SECTION 1.1

THIS AGREEMENT, made and entered into this 23rd day of April 2018, 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 COMMAND 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. 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 2.3

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 Lieutenants and Sergeants who perform work for the City of Port Huron, County of St. Clair, State of Michigan, excluding 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 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
COMMAND 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 Command Officers Association of Michigan with an alphabetical list of names 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 within the bargaining unit shall be represented by President or acting steward when necessary. The employees shall elect from among their bargaining unit a President and Vice President. The Union shall certify to the Employer the elected President and Vice President and keep such list current at all times.

SECTION 8.2

The alternate steward may be appointed by the Unit President to serve in the absence of the regular steward. The authority of the steward shall be limited to the investigation and presentation of grievances, as outlined in this Agreement. The specific time for such investigation shall be no more than one hour unless authorized.

SECTION 8.3

For the purpose of investigating alleged grievances, the Steward will give notification to the Chief of Police and/or Captain that it is the Steward's intent to utilize the designated time allotted above for the investigation of an alleged grievance.

SECTION 8.4

For the purpose of presentation of a grievance at the Human Resources Director level, the steward and/or Unit President shall give prior notification to the Human Resources Director, or designated representative in the Human Resources Director's absence, of the steward's intent to present a grievance.

ARTICLE IX - SPECIAL CONFERENCE

SECTION 9.1

Special conferences for important matters will be arranged between the Unit President, the 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 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 – SENIORITY LISTS

Seniority within the bargaining unit shall be determined on the following basis and in the following order of priority in the event two or more employees would otherwise have the same seniority date.

- | | |
|---------|---|
| First: | Date of promotion |
| Second: | In order of ranking on the promotional list |

SECTION 10.2

A seniority list is to be prepared by the Employer and submitted to the Unit President for confirmation.

SECTION 10.3 – LOSS OF SENIORITY

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 lay off 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.

ARTICLE XI - COMPENSATION

SECTION 11.1 – COMPENSATION RATES

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.

ARTICLE XII - OVERTIME

SECTION 12.1 - OVERTIME

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, provided that any employee who works overtime shall have the option of receiving pay at the rate of time and one-half for the overtime or receive compensatory time at the rate of time and one-half. This option would only be provided prior to the payroll being submitted to the payroll office and with the approval of the Police Chief or designated alternate. Time worked in excess of the normal work week for the purpose of adjusting rotating shifts shall not constitute overtime.

SECTION 12.2 – OVERTIME EQUALIZATION

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, and records will be maintained and made available for inspection by employees. The overtime list will be posted monthly.

SECTION 12.3

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

Section 12.4 – COMPENSATORY TIME

Employees at their own option will be allowed to accrue compensatory time in lieu of overtime pay and for supervisory administrative briefing; maximum 15 minutes per shift. 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 XIII - SHIFT DIFFERENTIAL

SECTION 13.1

Shift differential shall be paid to uniformed Police Department personnel effective July 1, 1980 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 13.2

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 XIV - CALL-IN PAY – COURT PAY

SECTION 14.1

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 credit 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 14.2

Any employee who is requested to attend a mandatory department meeting shall only be compensated for each hour worked or a minimum of two (2) hours, at time and one-half (1-1/2) 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 (1-1/2) their hourly rate.

SECTION 14.3

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

SECTION 14.4

Any employee who has to appear in court during their vacation shall be given the option at a later date, after approval by the Police Chief, or the Chief's alternate of taking another day's vacation without pay.

SECTION 14.5

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

SECTION 14.6 – 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 continuous 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.

SECTION 14.7 – RESIDENCY

All employees hired after January 26, 2009 shall be required to establish residency within twenty (20) miles of the City of Port Huron as measured from the nearest city boundary and continue to permanently reside within that distance while employed by the City. Residency must be established within six (6) months of completion of the probationary period as a condition of continued employment. The chief of the department shall have the ability to grant additional extensions of time based on extenuating circumstances at his discretion.

ARTICLE XV - LONGEVITY COMPENSATION

SECTION 15.1

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

- A. 2 1/2% per year applied to annual base pay being received by the employee after five (5) years of continuous full-time service.
- B. 5% per year applied to the annual base pay being received by the employee after ten (10) years of continuous full-time service.
- C. 7 1/2% per year applied to annual base pay being received by the employee after fifteen (15) years of continuous full-time service.
- D. 10% per year applied to the annual base rate being received by the employee after twenty (20) years of continuous full-time service.

SECTION 15.2

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 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 the total length of service provided that such unpaid leave of absence exceeds thirty (30) days.

SECTION 15.3

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

SECTION 15.4

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

ARTICLE XVI - EMPLOYEE ALLOWANCE/MAINTENANCE

SECTION 16.1 – UNIFORM ALLOWANCE AND MAINTENANCE

Each employee shall be provided with a uniform allowance to be used to maintain their uniform which they shall do in a reasonable manner. Uniform allowance to be paid each year of contract. 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. The uniform allowance will be 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 16.2 – 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 16.3

The City will issue required official uniform patches.

SECTION 16.4 – 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.

The equipment / boot allowance will be as follows:

July 1, 2014 \$300.00 annually

SECTION 16.5 – SUPERVISOR CERTIFICATION ALLOWANCE

Members of the bargaining unit that have successfully completed the School of Staff and Command shall receive \$100.00 per year payable in July of each year.

ARTICLE XVII - TEMPORARY ASSIGNMENT COMPENSATION

SECTION 17.1

Employees filling a temporary assignment for more than thirty (30) days to a classification higher than such employee's permanent classification shall receive retroactive to the first day worked out of classification the rate of pay of the higher classification for the length of time worked in the higher classification. An employee performing in a classification lower than their permanent classification will not be required to accept any reduction in pay for such period of time worked in the lower classification.

ARTICLE XVIII - ANNUAL LEAVE

SECTION 18.1

Police Department employees who work shifts will be allowed fourteen (14) work 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 Year's Day, (2) President's Day, (3) Memorial Day, (4) Independence Day, (5) Labor Day, (6) Thanksgiving Day, (7) Friday after Thanksgiving 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.

SECTION 18.2

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, (7) Christmas Eve Day, (8) Christmas Day and (9) New Year's Eve Day.

SECTION 18.3

Employees who work on the calendar day of any holiday listed above, 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 or scheduled to work on New Year's Eve Day, New Year's Day, Christmas Eve Day, Christmas Day, and Thanksgiving Day will be paid at the rate of double time (2x) for all hours worked.

SECTION 18.4

Each regular full-time employee will be allowed vacation leave in accordance with this article. 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 18.5 – 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 as a first vacation draw.

SECTION 18.6 – 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 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 for or convert the time off to investment in the ICMA Deferred Compensation Program or ICMA Roth IRA or a combination of these choices for these ten (10) longevity vacation days. 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.

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. When terminating employment, the employee will not be allowed to sell back vacation days in excess of 46 days, to include longevity pay. Human Resources will calculate estimated final vacation and longevity days to be used based on the prospective separation date. The employee will be responsible to utilize excess vacation and longevity days that exceed the 46 day maximum. The employer will work with the employee to accommodate use of these excess days.

Employees would be eligible in subsequent years for above days after their anniversary date and will schedule the additional days as outlined in Section 18.5 above.

Effective January 1, 1996, employees with 20 years of service will be granted one (1) additional vacation day on their anniversary date. Note: Employees working eight (8) hour shifts, with 20 years of service, will be given one, eight (8) hour, vacation day on their anniversary date. Employees working twelve (12) hour shifts, with 20 years of service, will be given one, twelve (12) hour, vacation day on their anniversary date.

SECTION 18.7

Any excess days beyond the forty-six (46) days (three hundred sixty-eight [368] hours for eight [8] hour employees or three hundred seventy-six [376] hours for twelve [12] hour employees) authorized accumulation caused as a result of longevity vacation may only be carried over to the officer's next anniversary date.

SECTION 18.8 – ACCUMULATED VACATION LEAVE

Vacation leave may be accumulated for two (2) full years or forty-six (46) work days, (three hundred sixty eight [368] hours) for twelve (12) and eight (8) hour shift employees.

Effective June 30, 2011, when leaving the service of the City, an employee shall receive pay for a maximum of forty-six (46) work days or three hundred sixty eight (368) hours. If full-time employment is terminated before the probationary period is completed, no vacation leave shall be allowed.

SECTION 18.9 – 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 18.10 – 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:

1. It may not be used on a holiday.
2. It may not be used during special events.
3. If approval creates overtime, it is contingent upon voluntary acceptance of the overtime by another member of the bargaining unit.
4. 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 XIX - SICK LEAVE

SECTION 19.1

Each regular full-time salaried employee will be granted sick leave with full pay for one (1) day (eight [8] hours) 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.

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, grandparents or any other relative living in the employee's residence. Effective July 1, 2014, there will no longer be a separate designation for sick medical time.

SECTION 19.2

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 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 19.3

Sick leave may be accumulated if not used during the year, but the total accumulation shall not exceed one hundred forty (140) days or (eleven hundred twenty [1,120] hours). Sick leave will not be allowed for any day on which an employee would not have otherwise worked. Fifty percent (50%) of accumulated sick leave shall be paid an employee terminating employment with the City at their then current rate of pay provided they have worked a minimum of ten (10) continuous years.

ARTICLE XX - WORKERS COMPENSATION

SECTION 20.1

In case of an accident to an employee during the performance of their regular duty resulting in temporary disability to the extent that they are unable to resume their regular duties, they shall be entitled to their regular compensation until sufficiently recovered to perform their regular duties for a period of ninety (90) 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 20.2

If an employee received worker's disability 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 worker's disability payments.

ARTICLE XXI – BEREAVEMENT LEAVE

SECTION 21.1 – 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:

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

Current Spouse	Child
----------------	-------

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

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

Extenuating circumstances regarding when the days are actually used may be approved by the Chief of Police.

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 XXII - NOTICE OF ABSENCE

SECTION 22.1

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 Department at least one (1) hour before the employee's starting time. Unless the employee's department is so notified, no sick leave will be approved, except in unusual cases and then only after approval by the Chief of Police.

ARTICLE XXIII - LEAVE OF ABSENCE WITHOUT PAY

SECTION 23.1

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 XXIV - UNION CONVENTIONS

SECTION 24.1

Leave of absence with pay, not to exceed two (2) days per year, will be granted for the Union President or their designee for the purpose of attending the annual COAM convention.

ARTICLE XXV - MILITARY SERVICE -- VETERANS

SECTION 25.1

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 they are capable of doing at the current rate of pay for such work, provided they report 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 25.2 – VETERANS LAW

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

SECTION 25.3 – 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 XXVI - WORKING HOURS

SECTION 26.1

The established normal 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) day's 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 26.2

Temporary trading of shift may be done by mutual consent of individuals involved. A minimum of eight (8) hours prior notice shall be given to the supervisor on duty or next senior officer if employee involved is a supervisor; provided however, the Employer shall retain the right to review and veto or deny any such proposed 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 will within a reasonable time thereafter inform the President or Union Officer of the reasons or reasons thereof in writing.

SECTION 26.3

Employees working the twelve (12) hour work schedule will be permitted two (2) twenty (20) minute lunch periods 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 XXVII - PERMANENT SHIFTS

SECTION 27.1

By 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 XXVIII - 12-HOUR WORK SCHEDULE

SECTION 28.1

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

SECTION 28.2

On the 12-hour shift schedule, shift hours shall be 0700 hours to 1900 hours, 1900 hours to 0700 hours or a close variation providing still days or nights. Employees may bid for a shift pursuant to Article XXVII, Section 27.1. In addition, the employer shall have the exclusive right to assign employees to a specific platoon on a shift.

SECTION 28.3

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 28.4

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

SECTION 28.5

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 28.6

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

SECTION 28.7

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

SECTION 28.8

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

SECTION 28.9 - 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
(Or a close variation providing still days or nights.)

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

SECTION 28.10

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

ARTICLE XXIX - HEALTHCARE COVERAGE

SECTION 29.1

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. As of 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 equivalent 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 effective July 1, 2018:

Yearly Deductible

In-Network <u>(Member / Family)</u> \$750 / \$1,500	Out-of-Network <u>(Member / Family)</u> \$1,000 / \$2,000
---	---

Coinsurance Amounts (percent co-pays)

Amounts apply once the deductible has been met.

In-Network <u>(Member / Family)</u> 20%	Out-of-Network <u>(Member / Family)</u> 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 <u>(Member / Family)</u> \$1,500 / \$3,000	Out-of-Network <u>(Member / Family)</u> \$3,000 / \$6,000
---	---

Office Visits Co-Pays

In-Network
\$30

Out-of-Network
60% after deductible

Chiropractic Office Visit Co-Pays

In-Network
\$20

Out-of-Network
60% after deductible

Includes unlimited Preventive Care
Includes \$250.00 Emergency Room

Prescription Drug Co-Pays

\$10 / \$40 / \$80

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 being 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 29.2 - 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 29.3 – WAIVER OF HEALTHCARE COVERAGE

Employees electing not to participate in the health insurance program, Section 29.1 Healthcare Coverage, will be eligible to receive a per month credit in lieu of receiving such coverage.

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

Payment will be made annually during the month of December for credit earned that year.

In the event both a husband and wife work for the City, the Employer will automatically waive the lower-seniority employee unless requested differently by the employee. Dual City couples will be eligible to receive \$100.00 per month payment credit in lieu of receiving such coverage.

SECTION 29.4 – 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 29.5 – 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 healthcare 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 29.5(a) – HCSP PARTICIPANT ELIGIBILITY TO PURCHASE HEALTH CARE

The employee, hired on or after July 1, 2011, 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 XXX - DENTAL COVERAGE

SECTION 30.1 – 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. The plan administrator will cover dependent children through age 26.

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 30.2 – 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 XXXI - LIFE INSURANCE

SECTION 31.1

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 their annual salary (based upon the three-year level for each position in the bargaining unit) to a maximum of \$50,000.00.

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

ARTICLE XXXII - PROFESSIONAL INDEMNITY INSURANCE

SECTION 32.1

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 XXXIII - PROMOTIONS

SECTION 33.1

Promotion to position of sergeant or lieutenant shall be made by competitive promotional examinations. Competition shall be limited to those in the service who possess the minimum requirements for the position. Job vacancies will be posted in a conspicuous place, setting forth the requirements for the position, for a period of fifteen (15) calendar days. Qualified employees interested shall apply to the Chief of Police within fifteen (15) calendar days of the posting period.

SECTION 33.2

All applicants for the position of Lieutenant must have at least five years seniority within the Department, at least one year experience within grade, and must have attained grade of sergeant. The applicant must attain at least seventy percent (70%) score on the written portion of the application test to be eligible for promotion.

SECTION 33.3

The employee's overall performance rating shall comprise 40% of the total weighted score and shall consist of two parts, one part being promotional potential evaluation - 20% and one part being Department performance evaluations - 20%.

Using the deadline date for eligibility for promotion, the four (4) most recently completed, six month departmental performance evaluations for each candidate for all positions/assignments will be totaled, divided by four and multiplied by 20%.

Each Sergeant who is a candidate for Lieutenant will receive a promotional potential evaluation from Lieutenants and Captains just prior to the administration of the written test. All the command ratings for such subordinate candidate will be totaled, divided by the total number of command raters and multiplied by 20%.

SECTION 33.4

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

- A. Written aptitude test - 40%.
- B. Overall performance evaluation - 40%
(Combination of promotional potential evaluation [20%] and average of four [4] most recent Department performance evaluations [20%]).
- C. Seniority - 10%
Calculated as follows: one-half (.) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points as of the third (3rd) Wednesday of September of the current test year.
- 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. There will be individual oral board for Lieutenant. 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 names of the panel members.

SECTION 33.5

Eligibility list for Lieutenant shall be established in order of relative excellence from the final scores. Scores that reflect a percentage figure will be carried two (2) integers to the right of the decimal point. All total weighted scores shall remain privileged between the Employer and the employee unless such rating becomes a matter for special conference or grievance. The Police Chief shall select from any of the top three on the eligibility list and shall give notice to the Human Resources Director of the selection.

SECTION 33.6

The individual selected shall be granted a six (6) months' probationary period to determine: 1) their desire to remain on the job; 2) their ability to perform the job. During the six (6) months' 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. All promotions shall automatically be made into Step "D" of the pay grade with progression to Step "E" in six (6) months.

SECTION 33.7

The eligibility list as established by the Employer shall remain up to, but not exceed, one (1) year from the date of its establishment; however, the Employer may abolish such list in less than one (1) year if the 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, and it shall be necessary to re-test for any positions.

ARTICLE XXXIV - DEMOTION AND RECALL

SECTION 34.1 – DEMOTION

In reducing the working force because of the lack of work or other legitimate cause, the last employee promoted shall be first employee demoted within rank; providing, 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 34.2

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

SECTION 34.3 – RECALL PROCEDURE

When the working force is increased after a demotion, employees will be recalled according to rank seniority. Notices of recall shall be sent to the employee's 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 or recall the employee shall be considered a quit.

ARTICLE XXXV - TRANSFERS

SECTION 35.1

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 they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE XXXVI - LATERAL TRANSFERS

SECTION 36.1

Lateral transfer to the positions of Detective Lieutenant, Detective Sergeant and Administrative Sergeant will be made by the Chief of Police. The positions of Detective Lieutenant, Detective Sergeant and Administrative Sergeant shall be reviewed by the Chief every three (3) years.

In the event a new Bureau is created, the method of selection shall be subject to collective bargaining.

ARTICLE XXXVII - USE OF PAST RECORDS

SECTION 37.1

The Employer agrees that for the purposes of promotion and 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 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.

SECTION 37.2

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 XXXVIII - TEMPORARY ASSIGNMENTS

SECTION 38.1

Any temporary assignment to a Lieutenant within the patrol division shall be filled by the Sergeant working on the shift in which the vacancy occurs. Should the Sergeant decline the temporary assignment to Lieutenant, then the position will be filled by seniority within the Sergeant rank by seniority within the patrol division. If all Sergeants should decline such assignment within the patrol division, then the junior Sergeant within the patrol division shall be ordered to take such assignment.

SECTION 38.2

Any temporary assignment to the position of Detective Lieutenant shall be made by appointment of the Chief or designee out of the Lieutenant's rank only after that position has been vacant more than 30 days.

ARTICLE XXXIX - DISCHARGE, SUSPENSION OR DEMOTION

SECTION 39.1 – NOTICE OF DISCHARGE OR DISCIPLINE

The Employer agrees, promptly upon discharge or discipline of an employee, to notify the union in writing of the discharge or discipline.

SECTION 39.2

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

SECTION 39.3 – APPEAL OF DISCHARGE OR DISCIPLINE

Should the discharged or disciplined employee or the Steward consider the discharge or discipline 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 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 XL - GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 40.1

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

SECTION 40.2

The grievance must be presented in writing by the union 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 40.3

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

SECTION 40.4 - STEP 1

If an employee feels they have a grievance, the employee shall discuss the grievance with the Steward.

SECTION 40.5

The Steward may discuss the grievance with the immediate Supervisor as outlined in Article VIII. If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Steward to the Captain. The Police Chief or representative shall answer the grievance within three (3) working days.

SECTION 40.6 - STEP 2

If the grievance is not satisfactorily settled in Step 1, the Union may submit, within five (5) days, their appeal on agenda to the Chief of Police for the purposes of the appeal. 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 or grievances appearing on the agenda, within seven (7) calendar days from the date the agenda is received by the Chief of Police. The Chief of Police shall submit to the Union, within five (5) days after this meeting, an answer stating the Employer's position concerning the grievance or grievances as a result of the meeting.

SECTION 40.7 - STEP 3

If the grievance is not satisfactorily settled in Step 2, the Union may submit, within five (5) days, their appeal on agenda to the Human Resources Director for the purposes of the appeal. 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 or grievances appearing on the agenda, within seven (7) calendar days from the date the agenda is received by the Human Resources Director. 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 or grievances as a result of the meeting.

SECTION 40.8 – ARBITRATION

Should the parties fail to reach agreement after Step 3 above, then the Employer and the Union agree to the submission, upon request of either party within twenty (20) days, to arbitrate the dispute through the services of the American Arbitration Association in accordance with its rules.

SECTION 40.9

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

SECTION 40.10

After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.

SECTION 40.11 – 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 40.12 – 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 XLI - PENSION

SECTION 41.1 – Defined Benefit Plan

All employees will be covered under the Municipal Employees Retirement System (MERS). Benefit levels provided will be, RS50, FAC-3, F55/25, and 10 year vesting. Effective July 1, 1999, employees will be provided F50/25 and 2.75% pension multiplier.

Effective July 1, 2018, all employees promoted into the bargaining unit prior to January 1, 2009 will be covered by the following bridged benefit:

First side of the bridged benefit:

Service credit earned through June 30, 2018 will have the following benefit levels:

- 2.75% multiplier, RS 50, Frozen FAC-3, F50/25, and 10-year vesting.
 - Frozen FAC-3 is determined by taking the highest consecutive 36-months from the date of hire to the date of the bridge; June 30, 2018.

Second side of the bridged benefit:

Service credit earned beginning on July 1, 2018 will have the following benefits levels:

- 2.0% multiplier, RS 50, FAC-3 (overtime hours capped at 100), F50/25, and 10-year vesting.
 - Overtime hours will be capped beginning on January 1, 2019.
 - FAC-3 determined by taking the highest consecutive 36-months from the date of hire through the employee's date of termination.

The required contribution for employees promoted into the bargaining unit prior to January 1, 2009 will be 7% for all MERS wages paid after July 1, 2018; 6% for all MERS wages paid after July 1, 2019.

SECTION 41.2

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.

SECTION 41.3

Employees promoted into the bargaining unit after January 1, 2009 will be provided the following pension plan:

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.

Effective July 1, 2018, employees promoted into the bargaining unit after January 1, 2009 will be covered by the following bridged benefit:

First side of the bridged benefit:

Service credit earned through June 30, 2018 will have the following benefit levels:

- B-4, 2.5% multiplier, RS 50, Frozen FAC-3, F50/25, D2 and 10-year vesting.
 - Frozen FAC-3 is determined by taking the highest consecutive 36-months from the date of hire to the date of the bridge; June 30, 2018.

Second side of the bridged benefit:

Service credit earned beginning on July 1, 2018 will have the following benefits levels:

- 2.0% multiplier, RS 50, FAC-3 (overtime hours capped at 100), F50/25, and 10-year vesting.
 - Overtime hours will be capped beginning on January 1, 2019.
 - FAC-3 determined by taking the highest consecutive 36-months from the date of hire through the employee's date of termination.

The required contribution for employees promoted into the bargaining unit after January 1, 2009 will be 7% for all MERS wages paid after July 1, 2018; 6% for all MERS wages paid after July 1, 2019.

SECTION 41.4 – HYBRID PLAN

Employees promoted into the bargaining unit after July 1, 2014, who were hired on or after July 1, 2014, shall continue in the pension plan they are currently enrolled in that was established for new hires in the POAM Collective Bargaining Agreement.

SECTION 41.5 – ICMA MATCH

All employees in the bargaining unit shall have the option of participating in the ICMA-RC Deferred Compensation Program. The employer shall match contributions of non-probationary employees to the ICMA-RC deferred compensation program up to a maximum of three percent (3%) of salary as defined by the Municipal Employees Retirement System (MERS). The three percent (3.0%) match will be computed on a pre-tax, per-pay basis.

ARTICLE XLII - SEVERABILITY AND SAVINGS CLAUSE

SECTION 42.1

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 42.2

In the event that any Chapter or Section is held invalid or enforcement of or compliance with which has been restrained, 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 XLIII - TERMINATION AND MODIFICATION

SECTION 43.1

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 43.2

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) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or change any of the terms of this Agreement.

SECTION 43.3

Notice of Termination or Modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to "Command 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 McMorran Boulevard, Port Huron, MI" or to any such address as the Union or the Employer may make available to each other.

SECTION 43.4

The duration of the Agreement will be from July 1, 2018, expiring June 30, 2021.

SECTION 43.5 – 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

Cyndee M. Jonseck, City Clerk

CERTIFIED AS TO SUFFICIENCY OF FUNDS:

Edward P. Brennan, Director of Finance

Julie A. Davis, Human Resources Director

Command Officers Association of Michigan

Tom Scherer, Business Agent

John R. Stuewer, President

Dated: April 23, 2018

APPENDIX ■A.
CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule – Period July 1, 2018 through June 30, 2019 (2.5% increase)

Classification	Start – Step D	6 Months – Step E
Sergeant	\$65,646	\$69,101
Lieutenant	\$72,867	\$76,702

Wage Differential

The top paid Sergeant's rate shall be a 14% differential over a top paid Patrolman. The top paid Lieutenant's rate shall be an 11% differential over top paid Sergeant. The rate of pay for a starting Sergeant or Lieutenant shall be 95% of a top paid Sergeant or Lieutenant.

APPENDIX ■A.
CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule – Period July 1, 2019 through June 30, 2020 (2.5% increase)

Classification	Start – Step D	6 Months – Step E
Sergeant	\$67,287	\$70,828
Lieutenant	\$74,688	\$78,619

Wage Differential

The top paid Sergeant's rate shall be a 14% differential over a top paid Patrolman. The top paid Lieutenant's rate shall be an 11% differential over top paid Sergeant. The rate of pay for a starting Sergeant or Lieutenant shall be 95% of a top paid Sergeant or Lieutenant.

APPENDIX ■A.
CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule – Period July 1, 2020 through June 30, 2021 (2% increase)

Classification	Start – Step D	6 Months – Step E
Sergeant	\$68,633	\$72,245
Lieutenant	\$76,182	\$80,192

Wage Differential

The top paid Sergeant's rate shall be a 14% differential over a top paid Patrolman. The top paid Lieutenant's rate shall be an 11% differential over top paid Sergeant. The rate of pay for a starting Sergeant or Lieutenant shall be 95% of a top paid Sergeant or Lieutenant.