

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
PORT HURON POLICE CLERICAL
ASSOCIATION**

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

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AGREEMENT

This Agreement, made and entered into this 23rd day of April, A.D., 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 Port Huron Police Clerical Association, hereinafter referred to as the "Union".

PURPOSE AND INTENT: 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.

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

ARTICLE I - SCOPE OF AGREEMENT AND OPERATIONS COVERED

Section 1.1

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 full-time Records and Identification Clerks in the Police Department, excluding, Police Department Administrative Secretary, Records and Identification Supervisor and all other employees. Employees in this union are considered to be essential personnel.

ARTICLE II - RECOGNITION

Section 2.1

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 sole and exclusive bargaining 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 for all employees of the Employer in the bargaining unit as described above.

ARTICLE III - AGENCY SHOP

Section 3.1

Employees who sign a dues authorization form shall pay union dues by payroll deduction in the amount set by the Union. An employee may withdraw their dues authorization at any time and upon receipt of withdrawal from the employee, the Employer shall cease dues withholding.

ARTICLE IV - DUES CHECK-OFF

Section 4.1

Employees who sign a dues withholding authorization form and does not withdraw such authorization shall tender the initiation fee and monthly membership dues. 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 changes.

Section 4.2 Check-off Forms

During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-off of Dues hereinafter set forth as to those employees who have signed the authorization for withholding Union dues and have not withdrawn such authorization, the Employer agrees to deduct 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

Employee Number: _____

To: _____
Employer Department

Date to Start
Deduction: _____ \$ _____
Amount of Monthly Deduction

Signed: _____

Address: _____

Section 4.3 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 unless such authorization is withdrawn.

Section 4.4 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.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Police 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 4.5 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 they are no longer a member of the bargaining unit or withdraw approval for dues withholding.

Section 4.6

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 V - MANAGEMENT RIGHTS

Section 5.1

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 VI - LOCAL UNION RIGHTS

Section 6.1

The employees within the bargaining unit shall be represented by the local president when necessary. The employees shall elect from among their bargaining unit the local president. The Union shall certify to the Employer the elected local president and keep such list current at all times.

Section 6.2

The union officer may be appointed by the local president to serve in the absence of the local president. The authority of the union officer shall be limited to the investigation and presentation of grievances, as outlined in this Agreement. The specific time for such investigation shall be during final hour of the shift.

Section 6.3

For the purpose of investigating alleged grievances, the local president will give notification to the supervisor that it is the local president's intent to utilize the designated time allotted above for the investigation of an alleged grievance.

Section 6.4

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

Section 6.5 - Collective Bargaining Negotiations Committee

The Union President may attend collective bargaining meetings with the Employer during working hours with full pay and benefits. One additional bargaining unit committee member, selected by the Union, that is not scheduled to work may also attend these collective bargaining meetings and the Employer shall not deny committee members time off without just cause.

ARTICLE VII - SPECIAL CONFERENCES

Section 7.1

Special conferences for important matters will be arranged between the Local President, the Chief of Police, and the Human Resources Director, or 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 7.2

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

ARTICLE VIII - PROBATIONARY EMPLOYEES

Section 8.1

New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. There shall be no seniority among probationary employees.

Section 8.2

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 Article II 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 8.3

Upon successful completion of 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.

ARTICLE IX - SENIORITY

Section 9.1 Seniority

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 Union President for confirmation.

Section 9.2

Should two or more employees have been hired on the same day, then seniority shall be established at that time.

Section 9.3 Loss of Seniority

An employee shall lose his 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 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 9.4 Seniority of Local President

Notwithstanding the Local President's position on the seniority list, the Local President shall in the event of a layoff of any type be continued at work as long as there is a job in the unit which the Local President can perform and shall be recalled in the event of a layoff to the first open Records and Identification Clerk's position.

ARTICLE X - DISCRIMINATION CLAUSE

Section 10.1

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 XI - UNION BULLETIN BOARD

Section 11.1

The Employer will allocate an appropriate space in the Police Department 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 - COMPENSATION

Section 12.1 - 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.

Section 12.2

The City of Port Huron shall have sole discretion to advance the starting rate of a new Records and Identification Clerk to either the "B", "C", "D" or "E" step of Appendix "A" if prior experience warrants such consideration.

ARTICLE XIII – WORK SCHEDULE

Section 13.1 – Work Schedule

Effective July 28, 2012, members of the Union will begin to work the agreed upon schedule which will allow for a rotation of each member to cover weekend hours on a straight time basis. The Union understands that hours during a week period will at times exceed 40 hours but will be paid at a rate of straight time. Hours exceeding 80 hours during a two week pay period will be paid at time and one half.

The rotation will allow each employee to enjoy a four (4) day off time period every five (5) weeks. The scheduled is described as follows:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Week 1		X	X	X	X	X	X
Week 2	X	X	X	X			
Week 3		X	X	X	X	X	
Week 4		X	X	X	X	X	
Week 5		X	X	X	X	X	

Repeat week 1.

“X” denotes a work day.

In the event a person scheduled to work the weekend is on a scheduled vacation, the person scheduled to work may negotiate a trade with other staff members where the individuals involved will work each others weekend. Vacation draws will be conducted annually at the beginning of the year allowing for advanced scheduling and notice of these changes. Holidays falling on scheduled days off will be made up on the closest upcoming work day or utilized at a later date as approved by supervision.

ARTICLE XIV - OVERTIME

Section 14.1 Time and One-Half

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

Section 14.2 Compensatory Time

Employees will be allowed to earn and bank up to forty (40) hours of compensatory time at the discretion of supervision and in accordance with Department policy and procedures.

Section 14.3 Holidays

Employees will be paid one and one-half times for work performed on a legal holiday. Employees will be paid holiday pay computed on the basis of eight (8) hours of straight time rate.

Section 14.4 Opportunities

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

Section 14.5 Availability

An employee on the "Disability Income Plan," "Vacation" or "Worker's Compensation" will not be considered available for overtime.

ARTICLE XV - CALL-IN PAY

Section 15.1

Any employee called back to work prior to the start of their next shift shall receive a minimum of two (2) hours work time at time and one-half their regular rate of pay unless said two (2) hours overlap into their shift starting time in which case they shall be paid time and one-half only for those hours worked in advance of the shift starting time. Training activities and staff meetings shall be paid at straight time rates.

ARTICLE XVI - COURT APPEARANCES

Section 16.1

Outside normal work hours 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 two (2) 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 in to the Employer, keep the same as a credit toward the total call-in compensation to which the employee is entitled or in 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.

ARTICLE XVII - LONGEVITY COMPENSATION

Section 17.1

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 17.2

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 employees. Such service must be continuous unless on authorized leave of absence.

Section 17.3

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

Section 17.4

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

ARTICLE XVIII - ANNUAL LEAVE

Section 18.1 – Annual Vacation Leave

Employees will be allowed vacation leave according to the following schedule plus ten (10) days on the following holidays as observed by the City: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve Day.

Vacation leave shall be granted according to the following schedule:

Years of Service	Annual Vacation Leave
After 1 year of service	5 days
After 3 years of service	10 days
After 5 years of service	15 days

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

Section 18.2

Employees who work on the calendar day of any holiday listed in Section 18.1 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 or scheduled to work on New Year's Day, Christmas Day, and Thanksgiving Day will be paid the rate of double time (2x) for all hours worked.

Section 18.3 – Schedule

At the discretion of the Supervisor, 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. Full-time employees shall be allowed annual leave as described above regardless of part-time employee availability.

Section 18.4 - Longevity Vacation or Pay

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

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

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

Employees will be eligible each year for the above days beginning with their ten (10) year anniversary date and will schedule the additional days as outlined in Section 17.3.

Section 18.5

Any excess days beyond the thirty (30) days authorized accumulation caused as a result of longevity vacation may only be carried over to the employee's next anniversary date.

Section 18.6 - Accumulated Vacation Leave

Vacation leave may be accumulated to a maximum of thirty (30) work days without the approval of the Department Head, but under no circumstances may an employee absent him or herself from their position for vacation leave for longer than thirty (30) work days in any one calendar year. The maximum number of days that can be sold at separation from employment are thirty (30) vacation days which includes longevity vacation days for a maximum of Two Hundred and Forty (240) hours.

Section 18.7 - Personal Days

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

Personal Holidays for new hires:

Insurance benefits effective date:	Employee will receive:
January 1 st	3 days
February 1 st	3 days
March 1 st	2.5 days
April 1 st	2.5 days
May 1 st	2 days
June 1 st	2 days
July 1 st	1.5 days
August 1 st	1.5 days
September 1 st	1 day
October 1 st	1 day
November 1 st	0.5 day
December 1 st	0.5 day

ARTICLE XIX - CITY DISABILITY INCOME PLAN

Section 19.1 – Probationary Period

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

Section 19.2 – Disability Income Plan

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

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

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

ARTICLE XX - BEREAVEMENT LEAVE

Section 20.1 – 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	

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.

ARTICLE XXI - NOTICE OF ABSENCE

Section 21.1

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 supervisor or designated alternate at least one (1) hour before the employee's starting time. If the supervisor is not available, the employee or the member of their household must leave a message and telephone number so that the supervisor 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 Human Resources Director.

ARTICLE XXII - UNION CONVENTIONS

Section 22.1

Leave of absence without pay will be granted for the attendance of one (1) Union member (Unit President or their designee) for the purposes of attending the annual POAM Delegates meeting.

ARTICLE XXIII - SHIFT PREFERENCE

Section 23.1

The Union President or designee shall poll the membership regarding shift hour preference and such assignments shall be made in seniority order.

ARTICLE XXIV - PHYSICIAN'S CERTIFICATE

Section 24.1

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

Employees on authorized absence for a month or longer due to illness or for a period due to injury, shall return to duty only after examination and release for work by the City physician, unless otherwise approved by the Human Resources Director.

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

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

After any three (3) separate sick leave occurrences, the Human Resources Director may require the employee to provide a certificate of inability to work by reason of illness from a licensed doctor of medicine. In these cases, the employee will be responsible for any costs incurred in obtaining the certificate.

ARTICLE XXV - LEAVE OF ABSENCE WITHOUT PAY

Section 25.1

Written leaves of absence without pay for an extended period may be granted for good reason, by the City Manager 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. 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. Note: Leaves of absence described above, could run concurrent with the Family Medical Leave Act (FMLA).

ARTICLE XXVI - MILITARY SERVICE

Section 26.1

The re-employment of Military Service Veterans shall be in accordance with applicable State and Federal statutes in effect at the time of re-employment.

ARTICLE XXVII - WORKING HOURS

Section 27.1

The established normal minimum work week for employees shall be forty (40) hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. 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 local President in the event a major shift change is instituted. The Employer has the right to regulate hours of work to meet Department needs and any and all public safety emergencies.

ARTICLE XXVIII - LUNCH PERIODS

Section 28.1

Employees will be authorized a one hour lunch period to be taken at a convenient time during their working day at Management's discretion.

Section 28.2

The regular full workday for employees shall consist of two (2) fifteen (15) minute breaks each day, one in the first half of their regular shift, and the other in the second half of their regular shift. Breaks shall not exceed fifteen (15) minutes.

ARTICLE XXIX - HEALTHCARE COVERAGE

Section 29.1

The Employer shall pay the cost of healthcare coverage for the employee, their spouse and their dependent 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 substantially equivalent or similar to the present plan.

The plan will be defined as the "City of Port Huron Health Care 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
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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%
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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
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Office Visits Co-Pays

<u>In-Network</u> \$30	<u>Out-of-Network</u> 60% after deductible
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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 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

Section 29.3 - Waiver of Healthcare Coverage

Employees electing not to participate in the health insurance program, Healthcare Coverage, will be eligible to receive the following:

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

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

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

Section 29.4 – Retirees Healthcare Coverage

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

Section 29.5 – Health Care Savings Program (HCSP)

For those employees hired on or after June 23, 2008, the City will offer to contribute an employer match from a flat amount of \$2.50 up to a 2% match of the employee's base wage per pay into the MERS Health Care Savings Program. The employer's contribution in this program will have a three (3) year vesting requirement.

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

Effective September 1, 2012, MERS Health Care Savings Program current and future participating employees will no longer have the option to increase their contributions. The mandatory employee contribution will be 2% of the employee's base wage per pay beginning with the first pay date in July, 2014. The City will match 2% of the employee's base wage per pay beginning with the first pay date in September, 2012.

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

Employees hired on or after June 23, 2008, and their spouse of record, will be eligible to be included in the City's group health insurance plan following retirement, at the retiree's expense. The employee must meet the age and years of service requirements (age 55/25 years of service) or their age plus years of service must equal 80 points to be eligible to purchase the City retirement health care benefit. The employee upon making an application for retirement 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 at a later time.

ARTICLE XXX - DENTAL COVERAGE

Section 30.1

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.

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 30.2

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 30.3

The City will provide an Optical Program for each permanent, full-time employee. The Optical Program will also be available to all family members listed as dependents on the employee's hospitalization policy.

The plan year is defined as the twelve (12) month period, January 1 through December 31. The optical reimbursement under this program will be \$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 - INSURANCE

Section 31.1 - Life Insurance

The City will provide a group life insurance plan for the employees issued by a company of the city's sole and unrestricted choice whereby the life of each employee will be insured in an amount equal to 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 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 XXXII - LAYOFF AND RECALL

Section 32.1

In reducing the working force because of the lack of work or other legitimate cause the last employee hired shall be 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.

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local 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 32.2

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 they shall be considered a quit.

Section 32.3

It is agreed between the parties that for layoff and recall purposes those employees who are temporary employees or part-time shall all be subject to layoff prior to any full-time employee and shall not be recalled prior to recall of all full-time employees.

ARTICLE XXXIII - TRANSFERS

Section 33.1

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, they 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. Any transfer of employees other than a temporary transfer not covered above will be discussed between the Employer and the Union.

ARTICLE XXXIV - DISCHARGE, SUSPENSION OR DEMOTION

Section 34.1 - Notice of Discharge or Discipline

The Employer agrees, promptly upon discharge or suspension of an employee, to notify in writing the Union of the discharge or suspension. Upon request, the Employer will discuss the discharge or suspension with the employee and the Union.

Section 34.2 - Appeal of Discharge or Discipline

Should the discharged or suspended employee consider the discharge to be improper, a complaint shall be presented in writing through the Union to the Employer within two (2) regularly scheduled working days. The Employer will review the discharge or suspension and give its answer within three (3) regularly scheduled working days. If the decision is not satisfactory to the Union, the matter may be referred to Step 2 of the Grievance Procedure.

ARTICLE XXXV - GRIEVANCE AND ARBITRATION PROCEDURES

Section 35.1 General Statement

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

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

Section 35.2 Procedure

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

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

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.

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.

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.

Arbitration Discharge: In the event the grievance is a discharge, and is not settled satisfactorily at Step 4, either party may in writing request arbitration within five (5) working days of the previous Step. The party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the Arbitrator, excepting the parties' own expenses, shall be borne by the losing party. The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but they shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discharge of employees, the arbitrator shall determine if the discharge was for just cause; and they may review the penalty imposed and if they shall find it to be inappropriate and/or unduly severe, they may modify it accordingly. They shall have the authority in cases concerning discharge, if they shall so determine, to order the payment of back wages and compensation of an employee, which the employee would otherwise have received, and/or enter such other awards as may be appropriate and just. The award shall be final and binding on the parties and affected employees.

ARTICLE XXXVI – PENSION

Section 36.1 – Defined Benefit Plan

All employees, hired prior to June 23, 2008, will be covered under the Municipal Employees' Retirement System (MERS). Effective July 1, 2018, all employees, hired prior to June 23, 2008, 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 benefits levels:

- B-4, 2.5% multiplier, RS 50, Frozen FAC-3, F55/25, 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 benefit levels:

- 2.0% multiplier, RS 50, FAC-3 (overtime hours capped at 100), F55/25, 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 employee contribution for Union employees participating in the Municipal Employees' Retirement System (MERS) Group #10 will be 6% for all MERS wages paid after July 1, 2018; 5% for all MERS wages paid after July 1, 2019.

Section 36.2 – Hybrid Plan

Employees hired on or after June 23, 2008, shall be enrolled in the MERS Hybrid Retirement Benefit Plan. The Hybrid Plan will include a Defined Benefit, as well as, a Defined Contribution component.

- The Defined Benefit Plan will include a 1.25% multiplier.
- The Defined Contribution portion will include 1.0% employer contribution and a 2.0% employee contribution, with employees able to contribute additional after-tax funds up to IRS limits.
 - Effective July 1, 2018, the employer contribution will increase to 3%.
- Vesting is Six (6) years.
- Three (3) year F.A.C. (Final Average Compensation)
 - Effective January 1, 2019, three (3) year F.A.C. (overtime hours capped at 100).
- Normal Retirement at age 60.

Section 36.3 - 80 Point Plan

Employees hired after December 31, 1992 and prior to June 23, 2008, must have reached a minimum retirement age of 55 and have accumulated a total of 80 points (years of service + age) to receive Retirement Health Care Benefits. Employees hired on or after June 23, 2008, are required to participate in HCSP (see Section 28.5).

ARTICLE XXXVII - SOCIAL SECURITY

Section 37.1

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

ARTICLE XXXVIII - SEPARABILITY AND SAVINGS CLAUSE

Section 38.1

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 38.2

In the event that any Article 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 XXXIX - TERMINATION AND MODIFICATION

Section 39.1

This Agreement shall be in full force and effect from the day of July 1, 2018 to and including twelve (12) midnight, June 30, 2021.

Section 39.2

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 the 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 39.3

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 or 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 changing any of the other terms of this Agreement.

Section 39.4

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 to the Employer, addressed to "Human Resources Director, Municipal Office Center, Room 201, 100 McMorran Boulevard, Port Huron, MI 48060" or to any such address as the Union or the Employer may make available to each other.

SECTION 39.5 – 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

Police Officers Association of Michigan, Port Huron Police Clerical Association

Tom Scherer, Business Agent

Jennifer A. Leach, President

Dated: April 23, 2018

APPENDIX "A"

COMPENSATION RATES FOR RECORDS AND IDENTIFICATION CLERKS:

Period of July 1, 2018 through June 30, 2019 – (2.5%)

Start (A)	6 Months (B)	1 Year (C)	2 Years (D)	3 Years (E)
29,377	30,110	30,863	32,406	34,027

APPENDIX "A"

COMPENSATION RATES FOR RECORDS AND IDENTIFICATION CLERKS:

Period of July 1, 2019 through June 30, 2020 – (2.5%)

Start (A)	6 Months (B)	1 Year (C)	2 Years (D)	3 Years (E)
30,111	30,863	31,635	33,216	34,878

APPENDIX "A"

COMPENSATION RATES FOR RECORDS AND IDENTIFICATION CLERKS:

Period of July 1, 2020 through June 30, 2021 – (2%)

Start (A)	6 Months (B)	1 Year (C)	2 Years (D)	3 Years (E)
30,713	31,480	32,268	33,880	35,576