

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



EFFECTIVE:	07-01-2022
APPROVED:	06-27-2022
EXPIRATION:	06-30-2025

INDEX

ARTICLE	SECTION	SUB-SECTION	DESCRIPTION	PAGE
I			GENERAL CONDITIONS	
	1-1		Scope of Agreement and Operations Covered	1
	1-2		Recognition, Union Security, Dues	1 – 3
		1-2.3	Payment by Check-Off	2
		1-2.4	Check-Off Forms	2 – 3
	1-3		Management Clause	3
	1-4		Union Activities	4
	1-5		Other Agreements and Organizations	4
	1-6		Seniority Layoff	5
	1-7		Maintenance of Standards	5
	1-8		Uniforms and Protective Clothing	5 – 6
	1-9		Strike Prohibition	6
	1-10		Discrimination Clause	6
	1-11		Grooming Code	6
	1-12		Probationary Employees	6
II			COMPENSATION	
	2-1		Compensation	7
	2-2		Compensation Plan – Duration of this Agreement	8
	2-3		Compensation – Appointment Rates, Step Increases	8
	2-4		Compensation Plan – Overtime	9
	2-5		Compensation Plan – Longevity Plan	10
	2-6		Working Out of Classification	10
III			IN-SERVICE ACTIVITIES	
	3-1		Promotions	11 – 13
	3-2		Temporary Appointments	13
	3-3		Work Schedule	13
	3-4		Trading of Days	13
	3-5		Holidays	13 – 14
	3-6		Vacation	14 – 16
	3-7		Sick Leave	16 – 17
		3-7.1	Sick Leave Plan	16 – 17
		3-7.2	Accumulated Sick Leave	17
	3-8		Workers' Disability Compensation	17
	3-9		Bereavement Leave	17 – 18
	3-10		Military Service – Veterans	18
	3-11		Healthcare Coverage	18 – 21
		3-11.1	Flexible Benefits Plan	20
		3-11.2	Retirees Healthcare Coverage	20

INDEX

ARTICLE	SECTION	SUB-SECTION	DESCRIPTION	PAGE
		3-11.3	Health Care Savings Program (HCSP)	20
		3-11.4	Waiver of Healthcare Coverage	20 – 21
		3-11.5	Dental Coverage	21
		3-11.6	Optical Program	21
	3-12		Group Life Insurance	21
	3-13		Personnel Records	22
	3-14		Leave of Absence Without Pay	22
	3-15		Subsistence Allowance	22
	3-16		Education	23 – 24
	3-17		Physical Fitness	24
	3-18		Long-term Disability (LTD) Plan	24
IV			SUSPENSION, DISMISSAL, AND DEMOTION	
	4-1		Suspension, Dismissal, and Demotion	24
V			GRIEVANCE AND ARBITRATION	
	5-1		Grievance and Arbitration	25
VI			PENSION	
	6-1		Pensions	26 – 27
		6-1.1	Defined Benefit	26
		6-1.2	Hybrid Plan	26 – 27
		6-1.3	Defined Contribution Plus Plan	27
		6-1.4	Deferred Compensation Voluntary Plan	27
		6-1.5	Military Service Credit Purchase	27
VII			SEPARABILITY & SAVINGS CLAUSE – TERMINATION	
	7-1		Separability	28
	7-2		Distribution of Agreement	28
	7-3		Duration	28
	7-4		Local Financial Stability and Choice Act of 2012 – Public Act 436 of 2012	28
			ONE-TIME, OFF SCHEDULE PAYMENT	
			APPENDIX “A” – CLASSIFICATIONS AND COMPENSATION RATES	

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June 2022, by and between the CITY OF PORT HURON, MICHIGAN, a Municipal Corporation, hereinafter called the "Employer", and LOCAL 354 of THE PORT HURON FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union".

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

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

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

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

ARTICLE I – GENERAL CONDITIONS

SECTION 1-1 – SCOPE OF AGREEMENT AND OPERATIONS COVERED

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

SECTION 1-2 – RECOGNITION, UNION SECURITY, DUES

SECTION 1-2.1

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

SECTION 1-2.2

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

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

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

SECTION 1-2.3 – PAYMENT BY CHECK-OFF

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

SECTION 1-2.4 – CHECK-OFF FORMS

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

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

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

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

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

Employee Number: _____

TO: _____
Employer Department

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

Signed _____

Address _____

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

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

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

Employee Number: _____

TO: _____
Employer Department

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

Signed _____
Address _____

SECTION 1-2.5

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

SECTION 1-3 – MANAGEMENT CLAUSE

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

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

SECTION 1-4 – UNION ACTIVITIES

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

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

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

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

The use of Fire Department facilities may be granted upon request by the Union to the Fire Chief or his/her designated representative for the purpose of regular and special.

SECTION 1-5 – OTHER AGREEMENTS AND ORGANIZATIONS

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

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

Special Conference

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

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

SECTION 1-6 – SENIORITY LAYOFF

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

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

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

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

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

SECTION 1-7 – MAINTENANCE OF STANDARDS

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

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

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

SECTION 1-8 – UNIFORMS AND PROTECTIVE CLOTHING

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

Each new employee upon hiring shall be furnished with NFPA 1971 compliant personal protective equipment. Personal protective equipment (PPE) shall meet the specifications as set forth by the Department Health and Safety Committee and the Fire Chief or his designee. Personal protective equipment shall consist of the following items:

- One (1) Structural Firefighting coat
- One (1) Structural Firefighting pant
- One (1) pair Structural Firefighting boots
- One (1) Fire helmet
- One (1) SCBA face piece
- Two (2) pair Structural Firefighting gloves
- Two Structural Firefighting hoods
- One (1) flashlight-

The above listed equipment of each employee shall be inspected annually and replaced or repaired by the employer as necessary. Upon termination of employment with the City, the above listed equipment shall be returned to the employer.

Each new employee upon hiring shall be furnished with the following items:

- One (1) long sleeve uniform shirt
- Two (2) short sleeve uniform shirts
- Four (4) pair of uniform pants
- One (1) uniform belt
- Six (6) uniform t-shirts
- One (1) uniform winter jacket/parka
- One (1) uniform winter hat

Each new employee upon completion of probation shall be furnished with the following items:

- Two (2) nameplates with rank
- Two (2) department badges

The above listed uniforms shall be replaced as necessary by the Employer. The Fire Equipment Repairperson shall receive a set of coveralls with the Employer being responsible for rental and cleaning cost.

Upon promotion to Fire Captain, each shall be furnished with a Class A uniform. The Class A uniform, due to damage or excessive wear only, shall be replaced as necessary by the Employer. Only items of the Class A uniform marked “dry clean only” shall be maintained as necessary by the Employer. Class A uniform insignia shall be maintained by the Employer.

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

Effective July 1, 2010	\$500.00
Effective July 1, 2022	\$1,000.00

The above listed amounts shall be paid yearly, divided into two payments in January and July. Said payments shall cover the preceding six (6) months service, prorated on a monthly basis.

SECTION 1-9 – STRIKE PROHIBITION

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

SECTION 1-10 – DISCRIMINATION CLAUSE

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

SECTION 1-11 – GROOMING CODE

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

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

SECTION 1-12 – PROBATIONARY EMPLOYEES:

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

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

ARTICLE II – COMPENSATION

SECTION 2-1 – COMPENSATION

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

SECTION 2-2 – COMPENSATION PLAN – DURATION OF THIS AGREEMENT

See Appendix "A" for compensation plan.

SECTION 2-3 – COMPENSATION – APPOINTMENT RATES, STEP INCREASES

See Appendix "A" for rates.

Step Increases:

1. All step increases shall be made effective at the beginning of the pay period that the employee's anniversary date occurs until the employee has reached the maximum rate for his/her position.
2. Step increases shall be granted upon the recommendation of the Department Head. Employees who become eligible for step increases upon completion of the required length of employment shall be considered for step increases, but it is within the discretion of the Department Head to recommend the denial or postponement of such increase for good cause.
3. The City of Port Huron shall have the right, upon request of the Department Head, where the performance of the employee and situation warrants, and after appropriate review and justification, to grant more than one scheduled merit increase. This is intended to apply in cases of unusual circumstances.

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

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

The wage rate of employees hired after January 1, 2018, shall be determined according to the following pay ranges:

Start:	Step A	75% of top step in classification worked
Upon completion of 6 mo.	Step B	85% of top step in classification worked
Upon completion of 1 st year	Step C	90% of top step in classification worked
Upon completion of 2 nd year	Step D	95% of top step in classification worked
Upon completion of 3 rd year	Step E	100% of top step in classification worked

SECTION 2-4 – COMPENSATION PLAN – OVERTIME

Regular Overtime

Fire Department employees who work outside of their normally assigned schedule in order to maintain designated staffing levels or attend approved off duty training activities will be paid at the regular overtime rate. Overtime vacancy relief and training pay will be limited to budgeted allocations and within the discretion of the Chief of the Fire Department. The regular overtime rate is calculated as follows: $(\text{Annual rate} \div 2912) \times 1.5 = \text{regular overtime rate}$.

Emergency Overtime

Overtime arising from the need to provide additional staffing due to an active emergency will be paid at the emergency overtime rate for a minimum of three (3) hours. The Fire Chief or their designee can elect to release employees from emergency overtime prior to the completion of three (3) hours and employees will still be paid the three (3) hour minimum. Employees requesting a release from emergency overtime prior to the three (3) hour minimum will be compensated for their actual hours worked. Emergency overtime will be allocated on a first answered basis consistent with Department administrative policy. The emergency overtime rate is calculated as follows: $(\text{Annual rate} \div 2080) \times 1.5 = \text{emergency overtime rate}$.

Special Call-In Overtime

Overtime worked as a result of special call-in for the purpose of performing fire inspections, fire investigations, TEMS (Tactical EMS), maintenance or repairs and court time required as a result of performance of duties as a member of the unit will be paid at the special call-in overtime rate and that a three (3) hour minimum will be paid for such emergency overtime. The Fire Chief or their designee can elect to release employees from special call-in overtime prior to the completion of three (3) hours and employees will still be paid the three (3) hour minimum. Employees requesting a release from special call-in overtime prior to the three (3) hour minimum will be compensated for their actual hours worked. The special call-in overtime rate is calculated as follows: $(\text{Annual rate} \div 2080) \times 1.5 = \text{special call-in overtime rate}$.

Compensatory Time

Employees may request compensation in the form of compensatory time in lieu of payment of overtime. Final approval of compensatory time will be at the discretion of the Fire Chief.

Compensatory time earned is calculated as follows:

- $\text{Actual hours worked} \times 1.5 = \text{Compensatory Time Earned}$

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

For suppression employees, compensatory time accrued in excess of seventy-two (72) hours will be paid out on a quarterly basis. For non-suppression employees, compensatory time accrued in excess of forty (40) hours will be paid out on a quarterly basis. Payments will be made in January, April, July and October.

Employees that do not wish to be paid out for their excess compensatory time must make a request in writing to Human Resources seeking approval before the end of each quarter (December, March, June and September).

SECTION 2-5 – COMPENSATION PLAN – LONGEVITY PAY

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

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

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

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

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

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

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

SECTION 2-6 – WORKING OUT OF CLASSIFICATION

Employees working out of classification shall receive the rate of pay of the higher classification being filled. Premium pay shall be compensable for only the actual time on duty in respective capacity. A minimum of one (1) hour shall constitute premium time earned with additional time being compensated by the hour.

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

ARTICLE III – IN-SERVICE ACTIVITIES

SECTION 3-1 – PROMOTIONS

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

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

Promotional written examinations shall be conducted on an annual basis during the first full week of February. If necessary, a retest will be conducted during the first full week of May. The Fire Chief will post a bibliography, consisting of no more than two (2) titles, for this examination no later than June 1st of the year prior. Promotional written examinations will be developed by an outside third party vendor.

Fire Fighter applicants for promotion to the classification of Fire Lieutenant shall have a minimum of eight (8) years of service as a Fire Fighter with the Port Huron Fire Department.

Fire Fighters promoting to the classification of Fire Lieutenant must obtain at least a 75% score on a written examination to be eligible for promotion. Upon obtaining a passing score, candidates will be eligible for promotion to available positions according to time in-grade at the rank of Fire Fighter, with the senior most candidate promoted to the classification of Fire Lieutenant.

The Lieutenant's promotional list will be valid for one (1) year, established annually on July 1st and ending on June 30th.

Fire Fighters promoted to the rank of Lieutenant shall have up to two (2) years from the date of promotion to obtain the following certifications:

- Fire Officer I (EO1A, EO1B) and Fire Officer II (EO2A, EO2B) or
- Michigan Company Officer I and II series (O21A) or
- NFPA 1021 Fire Officer 1 and NFPA 1021 Fire Officer II and
- Instructor I (H07A, H07C)

Promotion to the classification of Fire Captain shall be made by time in-grade from the current Fire Lieutenants.

Lieutenants promoted to the rank of Captain must attain the following certifications within one (1) year from the first available class offering upon appointment in order to remain in the Captain position:

- Michigan Fire Officer III Series (O31A) or
- NFPA 1021 Fire Officer III

Promotion to the classification of Battalion Chief shall be made by time in grade from the current Fire Captains with the senior most Fire Captain promoting to Battalion Chief.

Fire Lieutenants, Captains and Battalion Chiefs are required to maintain certifications as listed below:

- Fire Lieutenant – Maintain Fire Officer and Instructor I
- Fire Captain and Battalion Chief – Maintain Fire Officer

Maintenance of certification will be pursuant to Firefighters Training Council Act, PA 291 of 1966 Rule 29.417 Continuous Education.

The classification of Fire Fighter/Repairman will be appointed by the Fire Chief.

Employees promoted/transferred to the classification of Fire Inspector shall have a minimum of three (3) years of service with the Port Huron Fire Department. The three (3) years of service provision will be waived if no applications are received for a posted Fire Inspector vacancy.

Promotion to Fire Inspector will be determined by an assessment center/interview (90 points) and seniority (10 points). The assessment center will be developed by an outside third party vendor. Seniority points will be awarded at 0.5 points per completed year of service with the Port Huron Fire Department, to a maximum of 10 points (20 years of service). No proration of seniority points will be awarded.

Employees promoted/transferred to the rank of Fire Inspector must attain NFPA Inspector I within one (1) year from the first available class offering upon appointment in order to remain in the Fire Inspector classification. NFPA Inspector I certification must be maintained in order to remain in the Fire Inspector classification.

The classification of Fire Marshal shall be appointed by the Fire Chief. NFPA Inspector I certification must be attained within one (1) year from the first available class offering upon appointment in order to remain in the Fire Marshal (I) classification. NFPA Inspector II and Plans Examiner certification must be attained within two (2) years from the first available class offering upon appointment in order to remain in the Fire Marshal classification, and to progress to the Fire Marshal (II) pay grade classification.

Employees promoted/transferred to the classification of Fire Marshal shall have a minimum of three (3) years of service with the Port Huron Fire Department. The three (3) years of service provision will be waived if no applications are received for a posted Fire Marshal vacancy.

Employees promoted/transferred to the classification of Fire Inspector or Fire Marshal will not continue to accrue time in-grade at the rank vacated prior to promotion/transfer to the position of Fire Inspector or Fire Marshal.

The classification of Division Chief of Training (I) shall be appointed by the Fire Chief. Instructor I certification must be attained within one (1) year from the first available class offering upon appointment in order to remain in the Division Chief of Training (I) classification. The progression to the pay grade for Division Chief of Training (II) shall be contingent upon certification and certification maintenance as Fire Instructor II.

Employees promoted/transferred to the classification of Division Chief of Training will continue to accrue time in-grade credit at the rank vacated prior to promotion/transfer to the position of Division Chief of Training.

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

SECTION 3-2 – TEMPORARY APPOINTMENTS

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

SECTION 3-3 – WORK SCHEDULE

The work schedule of employees for the Fire Department assigned to suppression is a fifty-six (56) hour week as an enacted City ordinance and applicable state law. The work schedule for non-suppression personnel, as assigned by the Fire Chief or his designee, shall be a total of forty (40) hours per week. For purposes of temporary reassignment of suppression personnel, Sunday to Saturday will be considered the forty (40) hour week.

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

SECTION 3-4 – TRADING OF DAYS

Trading of time shall be allowed subject to Fire Department administrative policy.

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

SECTION 3-5 – HOLIDAYS

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

Employees assigned to suppression (56 hours) who work on the above listed holidays shall be paid at the holiday rate for their full work shift, and the shift shall be deemed to start at 7:45 a.m. The holiday rate is calculated as follows: $(\text{Annual rate} \div 2912) \times 2.0 = \text{holiday rate}$.

Employees assigned to non-suppression (40 hours) will be allowed the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Fire Department employees who are called in for an emergency or special call-in overtime during a holiday will be paid at the holiday emergency overtime or holiday special call-in overtime rate. The holiday emergency overtime and holiday special call-in overtime rates are calculated as follows: $(\text{Annual rate} \div 2080) \times 2.0 = \text{holiday emergency/holiday special call-in overtime rate}$.

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

SECTION 3-6 – VACATION

Each regular full-time employee will be allowed vacation leave in accordance with this section. Probationary employees may accrue, but will not schedule or utilize vacation leave, prior to removal from probationary status.

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

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

Combined vacation and holiday leave shall be granted according to the following schedule:

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

Employees hired after July 1, 2022, on duty fifty-six (56) hours per week shall be entitled to the same holidays as other Fire Department fifty-six (56) hour union employees. However, combined vacation and holiday leave shall be granted according to the following schedule:

YEARS OF SERVICE	ANNUAL VACATION LEAVE
After 1 year	Seven (7) work days
After 3 years	Ten (10) work days

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

Scheduling

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

Longevity Vacation or Pay.

10-Year Anniversary

All employees, upon completion of ten (10) years of service with the Employer, shall become eligible for a total of two (2) longevity vacation days on their anniversary date. Employees will then be given the option to keep, receive cash payment for or convert the time off to investment in the ICMA Deferred Compensation Program or ICMA Roth IRA or a combination of these choices for these two (2) longevity vacation days. This investment option will be net of any applicable payroll tax (i.e. Medicare). Cash payment shall be at the regular rate of pay. (Cash payment is defined as gross bi-weekly rate ÷ 2.) Investment in the ICMA Deferred Compensation Program or ICMA Roth IRA shall not be eligible for an employer match.

15-Year Anniversary

Furthermore, all employees, upon completion of fifteen (15) years of service with the Employer, shall become eligible for an additional three (3) longevity vacation days for a total of five (5) longevity vacation days on their anniversary date. Employees will then be given the option to keep, receive cash payment for or convert the time off to investment in the ICMA Deferred Compensation Program or ICMA Roth IRA or a combination of these choices for these five (5) longevity vacation days. This investment option will be net of any applicable payroll tax (i.e. Medicare). Cash payment shall be at regular rate of pay. (Cash payment is defined as gross bi-weekly rate ÷ 2.) Investment in the ICMA Deferred Compensation Program or ICMA Roth IRA shall not be eligible for an employer match.

20-Year Anniversary

Effective July 1, 2022, employees with twenty (20) years of service will be granted one additional longevity vacation day (24 hours).

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

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

40-Hour Employees

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

Accumulation

For employees assigned to suppression (56 hours), any excess days beyond the twenty (20) vacation days authorized accumulation caused as a result of longevity vacation may only be carried over to the employee's next anniversary date.

For employees assigned to non-suppression (40 hours), any excess days beyond the thirty (30) vacation days authorized accumulation caused as a result of longevity vacation may only be carried over to the employee's next anniversary date.

Accumulated Vacation Leave.

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

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

SECTION 3-7 – SICK LEAVE

SECTION 3-7.1 – SICK LEAVE PLAN

Each regular full-time (56 hour) employee will be granted sick leave with full pay for twenty-four (24) hours for each full calendar month of service. The unused balance of sick leave may be carried over and accumulated from one calendar year to the next to a maximum of 2,160 hours. Any excess over this amount shall be deemed to have expired. No employee will be entitled to sick leave until he or she has completed six (6) months of service. Sick leave shall be accrued as of the day an employee enters the service of the Employer, and shall be computed and allowed on the calendar year basis.

Employees covered under the Sick Leave Plan may use sick time in one (1) hour increments for the employee or for a member of their immediate family. This sick time may also be used to attend to the medical and dental needs of the employee or a member of his or her immediate family. 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.

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

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

For probationary employees during their initial probationary period, in the event of an unforeseen illness or emergent medical circumstance, the employee may be permitted to borrow up to seventy-two (72) sick hours upon approval of the Human Resources Director. The employee may be required to provide a physician's certificate as evidence of inability to work due to illness or emergent medical circumstance before compensation for the period will be allowed. In the event that the employee has borrowed sick hours and does not complete their probationary period, the City reserves the right to withhold the advanced funds from the employee's final paycheck or require repayment of the funds in full.

SECTION 3-7.2 – ACCUMULATED SICK LEAVE

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

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

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

SECTION 3-8 – WORKERS' DISABILITY COMPENSATION

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

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

SECTION 3-9 – BEREAVEMENT LEAVE

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

A period of time not to exceed seven (7) consecutive calendar days following the date of death for the following members of your immediate family:

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

A period of time not to exceed four (4) consecutive calendar days following the date of death for the following members of your immediate family:

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

Upon returning to work from Bereavement Leave, the employee shall submit a completed Request for Bereavement Leave form along with a full copy of the obituary or other documentation at the discretion of the Fire Chief or his designee.

SECTION 3-10 – MILITARY SERVICE – VETERANS

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

SECTION 3-11 – HEALTHCARE COVERAGE

Effective, January 1, 2012, the Employer shall pay the cost of healthcare coverage for the employee, their spouse and their dependent children according to the provisions of the Affordable Care Act.

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

City Council has elected to apply the hard cap provision as provided for in Public Act 152 of 2011. 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 Healthcare Program,” with cost sharing in the form of deductibles and co-pays to the employee, as described below effective July 1, 2018:

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

Coinsurance Amounts (percent co-pays)

Amounts apply once the deductible has been met.

<u>In-Network</u> <u>(Member / Family)</u> 20%	<u>Out-of-Network</u> <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.

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

Office Visits Co-Pays

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

Chiropractic Office Visit Co-Pays

<u>In-Network</u> \$20	<u>Out-of-Network</u> 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.

<u>In-Network</u> \$6,350 / \$12,700	<u>Out-of-Network</u> \$12,700 / \$25,400
---	--

The Employer shall not pay the cost of the hospital and medical plan where, at the effective date of employment, said employee is already covered by a hospital-medical plan that is identical in the coverage offered by the Employer wherein said employee has member coverage and not a subscriber. In the event the subscriber of such a hospital-medical plan ceases to be so covered resulting in an employee losing member coverage, the Employer shall, upon notice, immediately enroll the affected employee under its existing plan with full coverage for him/herself, spouse and dependents, if any, thereby ensuring such an employee of continuous coverage for benefits.

SECTION 3-11.1 – FLEXIBLE BENEFITS PLAN

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

Reimbursable expenses can include:

- Deductibles, Co-pays, and Prescription Drugs
- Expenses not covered by insurance
- Dental Services and Orthodontics
- Eyeglasses, Contacts, Solutions & Eye Surgery
- Adult & Childcare Services
- Other plan qualified expenses

SECTION 3-11.2 – RETIREES HEALTHCARE COVERAGE

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

SECTION 3-11.3 – HEALTH CARE SAVINGS PROGRAM (HCSP)

Employees hired on or after January 1, 2012, and their spouse of record, will be eligible to be included in the City's group health insurance plan following retirement, at the retiree's expense. The employee must meet the age and years of service requirements (F50/25) to be eligible to purchase the City retirement health care benefit. Employees hired on or after January 1, 2012, are required to contribute 2% of their base wage per pay into the MERS Health Care Savings Program, which will be matched by a City contribution of 2%. The employer's contribution in this program will have a three (3) year vesting requirement.

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

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

The employee upon making an application for retirement must choose to purchase or not purchase the City's group health insurance plan. The employee as a retiree may not choose to purchase the City's group health insurance plan at a later time. The employee as a retiree may drop the City's group health insurance plan at any time during retirement.

SECTION 3-11.4 – WAIVER OF HEALTHCARE COVERAGE

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

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

In the event both a husband and wife work for the City, the Employer will automatically waive the lower-seniority employee unless requested differently by the employee. Dual City couples will be

eligible to receive \$100.00 per month credit in lieu of receiving such coverage.

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

SECTION 3-11.5 – DENTAL COVERAGE

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

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

Effective September 1, 2014, the 50/50 plan with coverage for Class I, II and III benefits will be increased to \$1,300 annually. The Dental plan shall include an orthodontic rider of fifty percent (50%) with a \$2,000 lifetime maximum per eligible person. The 50/50 plan will allow working couples the flexibility in the coordination of dental coverage. The selection of this option will be strictly voluntary except in those cases where the husband and wife work for the City - in this case the employer will automatically place both employees in the 50/50 plan. If a change occurs in marital status the employee can return to the 80/20 plan at his or her option.

SECTION 3-11.6 – OPTICAL PROGRAM

Upon presentation of an original, itemized receipt including the patient's name, date of service, total vision costs and payment in full, the City will reimburse 50% of the optical costs incurred by the employee for the employee, their legal spouse and eligible dependent children. (Dependent is defined as: family members currently listed on, or eligible to be on, your City of Port Huron BCS healthcare plan.)

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.

Effective January 1, 2023, each employee, their legal spouse and eligible dependents will qualify for \$300 reimbursement per person per calendar year.

SECTION 3-12 – GROUP LIFE INSURANCE

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

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

SECTION 3-13 – PERSONNEL RECORDS

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

SECTION 3-14 – LEAVE OF ABSENCE WITHOUT PAY

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

Leave of absence without pay for periods not to exceed three (3) days may be approved by the Department Head. Leaves of absence without pay for more than three (3) days must be approved by the Human Resources Director before it is taken, except in emergency situations where advance notice is impossible. In such cases, retroactive approval may be granted.

SECTION 3-15 – SUBSISTENCE ALLOWANCE

All suppression (56-hour) employees assigned to work a 24 hour schedule shall receive a semi-annual subsistence allowance for each day actually worked, paid in January and in July. Each payment shall cover the preceding six (6) months of service. The employee must be at work for a minimum of twelve (12) hours to receive credit for that day. Time trades with other employees will not impact attendance status for the purpose of computing subsistence allowance.

Non-suppression (40-hour) employees shall receive a semi-annual subsistence allowance of 50% of the daily rate designated for the suppression (56-hour) employees for each 8-hour day actually worked.

- Effective July 1, 2018 the subsistence allowance shall be \$11.50.
- Effective July 1, 2022, the subsistence allowance for suppression employees shall be \$13.50. The subsistence allowance for non-suppression employees shall be \$6.75.

SECTION 3-16 – EDUCATION

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

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

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

Members of the bargaining unit who have successfully obtained one (1) or more advanced certifications as listed below shall receive the following annual compensation. Compensation will be divided into two equal payments in January and July for each advanced certification received and maintained.

- Emergency Medical Technician, EMT-B (Michigan Department of Licensing & Regulatory Affairs) - \$300
- Hazardous Materials Technician (Basic & Advanced) - \$500
- Confined Space Rescue Operations (NFPA 1670/1006) - \$500
- Rope Rescue Operations (NFPA1670/1006) - \$500
- Trench Rescue Operations (NFPA 1670/1006) - \$500
- Certified Fire Inspector (Michigan Department of Licensing & Regulatory Affairs) - \$700
- Fire Investigator (MSP Basic Fire Investigation School) - \$700
- Fire Instructor I (H07A, H07C or Certified Fire Instructor prior to 2010, or Certified Associate Fire Instructor 2010-2019) - \$700

Members of the bargaining unit who are full operational members of the following teams shall receive the following compensation divided into two equal payments in January and July:

- TEMS (Tactical EMS) - \$300
- Underwater Rescue Team (Rapid Diver) - \$700

Payments shall cover the preceding six (6) month’s service. Proration of payment will be calculated on a monthly basis. Verification of certifications rests with the Fire Chief or his designee. It shall be the responsibility of the member to provide the needed documentation on current status of all advanced certifications. In addition, each member is responsible for maintaining a valid State of Michigan EMT or MFR medical license. Members hired after July 1, 2022 are required to maintain a valid State of Michigan EMT-Basic license.

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

SECTION 3-17 – PHYSICAL FITNESS

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

SECTION 3-18 – LONG-TERM DISABILITY (LTD) POLICY

The City will provide a long-term disability policy for all full-time employees covered by this agreement, issued by a company of the City's sole and unrestricted choice. Such policy shall provide for payment of 70% of the employee's base salary for a non-duty related injury or illness and in accordance with the provisions provided for in the LTD policy. Payment will be made following a sixty (60) calendar day benefit waiting period that begins on the first day of the disability. Employees are required to use their own sick time or any other paid time provision they have available to satisfy the sixty (60) calendar day benefit waiting period.

Current employees will receive the LTD benefit effective, February 1, 2020. New hires will receive the LTD benefit within 90-days from date of hire and in conjunction with the effective date of their healthcare benefits.

Plan Highlights:

- Benefit: 70% of base wage
- Benefit waiting period: 60 calendar days
- Maximum monthly benefit: \$6,000
- Own Occupation Period: The first 24 months LTD benefits are paid
- Any Occupation Period: From the end of the Own Occupation period to age 65

See Long Term Disability (LTD) Policy for additional information.

ARTICLE IV – SUSPENSION, DISMISSAL, AND DEMOTION

SECTION 4-1 – SUSPENSION, DISMISSAL, AND DEMOTION

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

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

ARTICLE V – GRIEVANCE AND ARBITRATION

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

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

- (a) An employee with a grievance shall, within ten (10) calendar days of the knowledge of the occurrence of the incident which gave rise to the grievance, discuss it with the Fire Chief or his/her designated representative, with the object of resolving the matter informally, if requested, a member of the Executive Committee may be present.
- (b) If an impasse has been reached in the above step, the grievance shall be reduced to writing within five (5) calendar days of the informal meeting and delivered to the Human Resources Director after which he/she shall have five (5) calendar days to render an answer in writing to the Union President.
- (c) If no solution to the grievance can be reached by the above step, then the Union President shall request an audience for the employee and him/herself with the Human Resources Director. This step must be completed within ten (10) calendar days after step (b).
- (d) If no agreement can be reached in the preceding step, within ten (10) calendar days, either party may in writing, request arbitration. The party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the Arbitrator, excepting the parties' own expenses, shall be borne by the losing party. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in questions, but he/she shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline as for just cause; and he/she may review penalty imposed and if he/she shall find it to be inappropriate and/or unduly severe, he/she may modify it accordingly. He/she shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall so determine, to order the payment of back wages and compensation of an employee, which the employee would otherwise have received, and/or enter such other and/or future awards as may be appropriate and just. His/her award shall be final and binding on the parties and affected employees.
- (e) The Grievance Procedure provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE VI – PENSION

SECTION 6-1 – PENSIONS

SECTION 6-1.1 – DEFINED BENEFIT

All full-time employees shall be covered by the Municipal Employees' Retirement System (MERS).

Effective July 1, 2018, all employees hired prior to July 1, 2014 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:

- 2.5% 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, D2, 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 hired prior to July 1, 2014, will be 7% for all MERS wages paid after July 1, 2018; 6% for all MERS wages paid after July 1, 2019.

SECTION 6-1.2 – HYBRID PLAN

Employees hired on or after July 1, 2014, shall be enrolled in the MERS Hybrid Retirement Benefit Plan. The Hybrid Plan will include a Defined Benefit, as well as, a Defined Contribution component.

- The Defined Benefit Plan will include a 2.0% multiplier.
- The Defined Contribution portion will include a 1% employer contribution and a 2.0% employee contribution, with employees able to contribute additional after-tax funds up to IRS limits.
 - 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).
- Retirement Eligibility age 55 with 25 years of service.
- If you leave the employer prior to Retirement Eligibility (55/25) but are vested, you are then eligible to collect at age 60.

All active Hybrid members, without regards to vesting, will be offered a one-time irrevocable option to convert to the MERS Defined Contribution Plus Plan. The conversion option will be available for no less than three months from the initial effective date of the Defined Contribution Plus Plan. MERS will provide each active Hybrid member with educational and financial

information in order to assist with making their decision to convert to the Defined Contribution Plus Plan or to remain in their current Hybrid Plan.

For those electing to convert, the lump sum transfer will be made 30-45 days after the conversion date. The lump sum will be 100% vested employee dollars and will be deposited in the 401(a) portion of the Defined Contribution Plus Plan.

SECTION 6-1.3 – DEFINED CONTRIBUTION PLUS PLAN

Employees hired on or after February 1, 2020, shall be enrolled in the MERS Defined Contribution Plus Plan. The Defined Contribution Plus Plan will include a Defined Contribution (401a) component, as well as, a Deferred Compensation (457b) component.

- Defined Contribution (401a)
 - Employer will contribute 7% of the employee's base wage plus the first 200 hours of overtime on a calendar year basis.
 - Employee will be required to contribute 3% of their pre-tax base wage plus the first 200 hours of overtime on a calendar year basis.
 - Upon completion of the employees new hire probationary period, the employer will deposit \$1,000 into the Defined Contribution (401a) component.
 - A graded vesting schedule will apply as follows on the employers contributions into the Defined Contribution (401a) component:
 - 25% vested at one-year
 - 50% vested at two years
 - 100% vested at three years
- Deferred Compensation (457b)
 - Employee voluntary contribution up to the IRS annual limitations of the employee's total annual wages.
 - Employer will match up to 3% of the employee's base wages plus the first 200 hours of overtime on a calendar year basis. Matching will be based on the employee's voluntary contribution as stated above. The Employer's matching funds will be deposited into the employee's Defined Contribution (401a) component.

SECTION 6-1.4 – DEFERRED COMPENSATION VOLUNTARY PLAN

Effective February 1, 2020, the Employer shall match contributions of non-probationary employees to the ICMA-RC Deferred Compensation Program up to a maximum of 4% of salary as defined by the Municipal Employees' Retirement System (MERS). The 4% match will be computed on a per-pay basis.

SECTION 6-1.5 – MILITARY SERVICE CREDIT PURCHASE

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

ARTICLE VII – SEPARABILITY AND SAVINGS CLAUSE – TERMINATION

SECTION 7-1 – SEPARABILITY

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

SECTION 7-2 – DISTRIBUTION OF AGREEMENT

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

SECTION 7-3 – DURATION

THIS AGREEMENT shall be effective July 1, 2022, and shall remain in full force and effect to and including June 30, 2025. The parties agree that, commencing not later than 90 days prior to the expiration of this Agreement, they will undertake negotiations for a new Agreement for a succeeding period. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on 90 days' written notice.

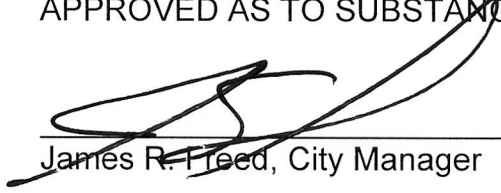
SECTION 7-4 – LOCAL FINANCIAL STABILITY AND CHOICE ACT OF 2012 – PUBLIC ACT 436 OF 2012

This Agreement is subject to the terms of the Local Financial Stability and Choice Act of 2012 – Public Act 436 of 2012, and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act of 2012.

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

BY THE CITY OF PORT HURON

APPROVED AS TO SUBSTANCE:

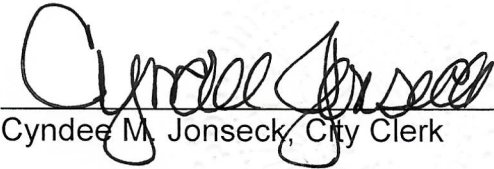

James R. Freed, City Manager


Pauline M. Repp, Mayor

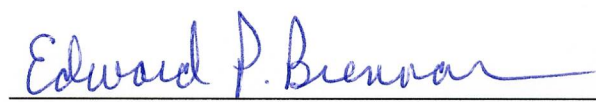
APPROVED AS TO FORM:


Gary A. Fletcher, Attorney

ATTESTED TO:

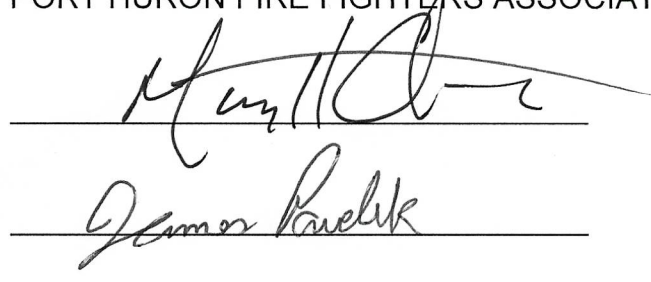

Cyndee M. Jonseck, City Clerk

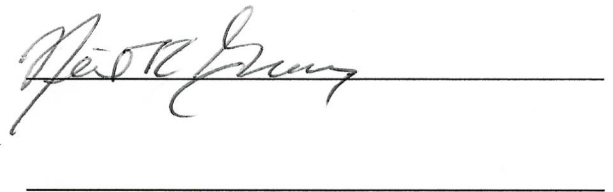
CERTIFIED AS TO SUFFICIENCY OF FUNDS:


Edward P. Brennan, Director of Finance


Julie A. Davis, Human Resources Director

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


James Pavelik


Scott Gray

Dated: 06-27-2022

Each member of the bargaining unit with six (6) or less years of employment with the City of Port Huron who is actively employed on July 1, 2022, shall receive a one-time off schedule payment of \$2,500 to be paid on or before July 29, 2022. This off scheduled payment will not become part of the salary schedule and will not be counted toward final average compensation for pension purposes.

Each member of the bargaining unit with seven (7) – nine (9) years of employment with the City of Port Huron who is actively employed on July 1, 2022, shall receive a one-time off schedule payment of \$4,500 to be paid on or before July 29, 2022. This off scheduled payment will not become part of the salary schedule and will not be counted toward final average compensation for pension purposes.

Each member of the bargaining unit with ten (10) – nineteen (19) years of employment with the City of Port Huron who is actively employed on July 1, 2022, shall receive a one-time off schedule payment of \$6,500 to be paid on or before July 29, 2022. This off scheduled payment will not become part of the salary schedule and will not be counted toward final average compensation for pension purposes.

Each member of the bargaining unit with twenty (20) or more years of employment with the City of Port Huron who is actively employed on July 1, 2022, shall receive a one-time off schedule payment of \$8,000 to be paid on or before July 29, 2022. This off scheduled payment will not become part of the salary schedule and will not be counted toward final average compensation for pension purposes.

Funding for this provision is made available to the City of Port Huron by a one-time revenue source and is non-precedent setting.

APPENDIX "A"
CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule – Period July 1, 2022 through June 30, 2023 (4% increase)

Classification	Step A Starting 75%	Step B 6 Months 85%	Step C 1st Year 90%	Step D 2nd Year 95%	Step E 3rd Year 100%
Battalion Chief	---	---	---	---	\$91,985
Fire Marshal (II)	---	---	---	---	\$87,804
Division Chief of Training (II)	---	---	---	---	\$87,804
Fire Marshal (I)	---	---	---	---	\$83,623
Division Chief of Training (I)	---	---	---	---	\$83,623
Fire Captain	---	---	---	---	\$83,623
Fire Lieutenant	---	---	---	---	\$76,021
Fire Inspector	---	---	---	---	\$76,021
Fire Fighter / Repairman	---	---	---	---	\$74,293
Fire Fighter	\$51,833	\$58,744	\$62,199	\$65,655	\$69,110

10% differential between Fire Fighter, Lieutenant and Captain.
The base rate of Battalion Chief will be 10% above the Captain.
The Fire Department Repairman shall receive a 7.5% premium.

APPENDIX "A"
CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule – Period July 1, 2023 through June 30, 2024 (3.5% increase)

Classification	Step A Starting 75%	Step B 6 Months 85%	Step C 1st Year 90%	Step D 2nd Year 95%	Step E 3rd Year 100%
Battalion Chief	---	---	---	---	\$95,205
Fire Marshal (II)	---	---	---	---	\$90,878
Division Chief of Training (II)	---	---	---	---	\$90,878
Fire Marshal (I)	---	---	---	---	\$86,550
Division Chief of Training (I)	---	---	---	---	\$86,550
Fire Captain	---	---	---	---	\$86,550
Fire Lieutenant	---	---	---	---	\$78,682
Fire Inspector	---	---	---	---	\$78,682
Fire Fighter / Repairman	---	---	---	---	\$76,894
Fire Fighter	\$53,647	\$60,800	\$64,376	\$67,953	\$71,529

10% differential between Fire Fighter, Lieutenant and Captain.
The base rate of Battalion Chief will be 10% above the Captain.
The Fire Department Repairman shall receive a 7.5% premium.

APPENDIX "A"
CLASSIFICATIONS AND COMPENSATION RATES

Salary Schedule – Period July 1, 2024 through June 30, 2025 (3% increase)

Classification	Step A Starting 75%	Step B 6 Months 85%	Step C 1st Year 90%	Step D 2nd Year 95%	Step E 3rd Year 100%
Battalion Chief	---	---	---	---	\$98,062
Fire Marshal (II)	---	---	---	---	\$93,604
Division Chief of Training (II)	---	---	---	---	\$93,604
Fire Marshal (I)	---	---	---	---	\$89,147
Division Chief of Training (I)	---	---	---	---	\$89,147
Fire Captain	---	---	---	---	\$89,147
Fire Lieutenant	---	---	---	---	\$81,043
Fire Inspector	---	---	---	---	\$81,043
Fire Fighter / Repairman	---	---	---	---	\$79,201
Fire Fighter	\$55,256	\$62,624	\$66,308	\$69,991	\$73,675

10% differential between Fire Fighter, Lieutenant and Captain.
The base rate of Battalion Chief will be 10% above the Captain.
The Fire Department Repairman shall receive a 7.5% premium.