

AGREEMENT

The City of Marshall

and

Teamsters Local 214, Department of Public Services
Public Works Division

July 1, 2010 — June 30, 2013

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**AGREEMENT
DEPARTMENT OF PUBLIC SERVICES
PUBLIC WORKS DIVISION**

THIS AGREEMENT, made and entered into this 12th day of July, 2010, effective July 1, 2010 by and between the City of Marshall, hereinafter called the "City", and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and its Local No. 214, together, hereinafter called the "Union".

**ARTICLE 1
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union.

**ARTICLE 2
RECOGNITION**

Collective Bargaining Unit

The City hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act 379, State of Michigan Public Acts of 1965, as amended, for all full-time and regular part-time employees employed by the City in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All full-time and regular part-time employees employed by the City in the Department of Public Services, Public Works Division excluding supervisors, all clerical and confidential employees.

**ARTICLE 3
MANAGEMENT RIGHTS**

It is understood and agreed that any of the rights, powers or authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged, granted or modified by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including but not limiting the generality of the foregoing rights.

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools used, and discontinuance of any services, materials or methods of operations.
- b. To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- c. To determine the number, location and type of facilities and installations.
- d. To determine the size of the work force and increase or decrease its size.
- e. To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day.
- f. To direct the work force, assign work and determine the number of employees assigned to operations.
- g. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification.
- h. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- i. To establish work schedules.
- j. To discipline and discharge employees for just cause.
- k. To carry out cost and general improvement programs.
- l. To transfer, promote and demote employees from one classification, department or shift to another.
- m. To select employees for promotion and transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- n. Every employee will receive a twelve (12) month review which will be done, in writing, by the Department Head. A copy of the review will be provided to the employee and a copy will be placed in the employee's personnel file.

ARTICLE 4 UNION SECURITY

Section 1. Conditions of Employment. It is agreed that as a condition of employment all employees covered by the terms of this Agreement shall, within thirty-one (31) days of employment, pay such fees and dues which are necessary to support the Union's representational activities such as collective bargaining and administration of the labor contract. This Section does not require any employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any employee to join or become a member of the Union. Under the Agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

Section 2. Equal Representation. Membership in the Union is separate, apart, and distinct from the assumption by an employee of his/her obligations to the extent that he/she received equal benefits. The Union is required to represent all 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 the Agreement being made for all employees in the bargaining unit.

Section 3. Payroll Deductions. For the duration of this Agreement, the Employer agrees to, without charge to the Union, deduct from the salary of each employee all Union dues, assessments, initiation fees, and/or representation (agency) fees; provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and their subsequent payment to the Union. The Employer further agrees to promptly remit any and all such deductions to the Union. These actions shall conform to the respective state and federal laws which apply.

a. Agents.

- a. The Employer's agent in these matters shall be the City Manager.
- b. The Union's agent in these matters shall be the Secretary-Treasurer, who may delegate certain activities to the Steward.

b. Lists and Notices.

- a. List of Contributors. Upon request, the Employer shall provide the Union with an original list of contributors and their addresses, to be revised no more than twice annually.
- b. Deduction Notice. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of any Union fee to be deducted from the wages of employees as in accordance with this Article. Notice of

any change in such amounts will also be provided to the Employee at least thirty (30) days prior to its implementation.

- c. Employee Authorization. Each employee hereby authorizes the Union and the Employer, without recourse, to rely on and honor certificates of the Local Union regarding the amounts to be deducted. However, any employee shall have the right to revoke his/her authorization by written notice, signed by him/her, and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this Agreement.
- d. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability, including but not limited to all costs and attorney fees, arising out of its deductions from an employee's pay of Union dues, initiation fees, assessments, collective bargaining (agency) service fees, or due to any reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 5

UNION REPRESENTATION/ACTIVITIES

Section 1: Steward Representation/Activities: The City shall recognize one (1) employee representative with seniority who shall act individually as Steward for grievance administration for the Department of Public Services, Public Works Division. The Union may designate one (1) alternate Steward whose sole function shall be to act in the absence of the regular Steward.

- a. Reporting. When it becomes necessary for a Steward to investigate a grievance, the Steward shall first secure permission from the supervisor to leave work and shall report to that supervisor before returning to work. The City agrees to compensate an employee at the regular pay rate for all regular time lost from the regular work schedule while processing grievances.
- b. The City reserves the right to revoke this benefit if it is being abused, but such revocation shall not occur until the Union has been notified of such abuse and corrective action has not occurred.

Section 2: Union Activity/Rights: The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 3: Authorized representatives of the Union shall be permitted to visit the operations of the City for purposes of contract administration. The Union agrees that such Union representative shall make contact with the City Manager or the designee and further agrees that such visits shall not interfere with the operation of the City and work being performed by its employees.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance:

A grievance shall be LIMITED TO a complaint by a non-probationary employee or the Union concerning the application and interpretation of this Agreement.

Section 1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. An employee with a complaint shall notify the department head within three (3) working days after the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee with the department head. At the request of the employee, the Steward may be present to participate in this informal discussion. Every effort shall be made to satisfactorily settle the complaint in this manner. The department head's disposition shall be given, subject to the approval of the City Manager or designated representative, within five (5) working days.

Step 2. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee and the Union, and presented by the Union to the City Manager or designated representative within three (3) working days after receipt of the department head's answer in the verbal procedure. Within five (5) working days after receipt of the employee's written grievance, the Steward and City Manager or designated representative may meet to discuss the grievance. The staff representative of the Union may be present as well as other designated City representatives. The City shall place its disposition on the grievance and return it to the Steward within five (5) working days following said meeting, or within ten (10) working days of receipt of the employee's written grievance if no meeting is held. If the grievance is not satisfactorily resolved, it may be submitted to arbitration in accordance with the procedures established in this agreement.

Section 2: If the grievance has not been satisfactorily resolved, the Union or the City shall have the right to refer such grievance to arbitration in accordance with the rules and procedures of the Federal Mediation and Conciliation Service then in effect,

provided such referral is made within thirty (30) calendar days after receipt of the City's answer in Step 2. If the grievance has not been submitted to arbitration within thirty (30) days, it shall be considered resolved in accordance with the City's last response. The expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the Union and the City.

Section 3: The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, and shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly.

Section 4. Time Limitation. The time limits established in the grievance and arbitration procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Union, the grievance shall be considered settled in accordance with the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

ARTICLE 7

STRIKES AND LOCKOUTS

Section 1. Union Concerted Activity.

The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity including sympathy or unfair labor practice strikes which interfere with the operations of the City. The City agrees that during the same period there will be no lockouts.

Section 2. Employee Concerted Activity.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity including sympathy or unfair labor practice strikes which interfere with the operations of the City may be disciplined or discharged in the sole discretion of the City.

ARTICLE 8 **SENIORITY**

Section 1. Seniority Definition:

City-Wide Seniority shall be defined as the total time elapsed since the employee's last date of hire with the City without a break in service and shall be used to determine an employee's longevity payments, vacation allotment and participation in the retirement system.

Bargaining Unit Seniority shall be defined as the total time elapsed since the employee's last date of hire within the Department of Public Services, Public Works Division Local 214 bargaining unit. This definition of seniority shall be used for vacation selection, layoff and recall, job vacancies and promotions, holiday selection and all other areas where seniority is a consideration, except in those areas where city-wide seniority is the determining factor.

Section 2. Probationary Period:

All employees shall have seniority commencing on their last date of hire after completion of twelve (12) months probationary period. There shall be no seniority among probationary employees. Employees hired on the same date shall be placed on the seniority list alphabetically according to their last names. Regular part-time employees will be placed on the seniority list upon the completion of the probationary period and such seniority shall begin on the date of hire. During the probationary period, an employee may be laid off, disciplined or terminated by the City without recourse and without regard to the provisions of this Agreement.

Section 3. Seniority Lists:

- a. There shall be separate seniority lists for full-time and regular part-time employees showing the names and job titles of all employees in the bargaining unit.
- b. The City will keep the seniority list up to date and will provide the Union with up-to-date copies from time to time upon reasonable notice.

Section 4. Loss of Seniority:

An employee's seniority with the City shall terminate and the employment relationship shall end under the following conditions:

- a. If the employee quits, retires or is discharged for cause.

- b. If the employee is absent from work for three (3) consecutive working days unless otherwise excused.
- c. If the employee fails to return to work within five (5) working days upon recall from layoff unless mutually extended in writing.
- d. If the employee fails to return to work on the required date at the expiration of a leave of absence, unless otherwise excused.
- e. If the employee is absent from work for a period of twelve (12) consecutive months (except workmen's compensation leave) including, but not limited to, injury or layoff.

ARTICLE 9
LAYOFF AND RECALL

Section 1: A layoff shall be a reduction in the work force. When it becomes necessary to lay off an employee, the employee with the least bargaining unit seniority shall be laid off first.

Section 2: The employee with the greatest bargaining unit seniority shall be called first. Notice of recall shall be sent to the employee at the last known address by registered or certified mail.

ARTICLE 10
JOB VACANCIES/PROMOTIONS

Section 1: Promotions within the bargaining unit shall be made on the basis of bargaining unit seniority and qualifications. In the event of vacancies the City agrees to post the vacancy for 10 calendar days.

Section 2: In determining who will be promoted, the following shall be considered:

- a. Employee's length of bargaining unit seniority.
- b. Ability to perform the work.
- c. Results of interview with department head and City Manager or designated representative.
- d. Department head's recommendation, subject to final decision by the City Manager.

All decisions with regards to promotion will be subject to the grievance procedure.

Section 3: An employee who is promoted or who successfully bids for, and whose bid is accepted, to fill a permanent job vacancy shall be a probationary employee in that position for four (4) work weeks. During the four (4) week trial period, the employee shall have the opportunity to revert back to the former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee in writing by the City. The matter may then become a proper subject for the second step of the grievance procedure.

Section 4. During the trial period, employees will receive the rate of pay for the job they are performing.

ARTICLE 11 **TRANSFERS FROM THE BARGAINING UNIT**

An employee who accepts a position outside the bargaining unit with the City shall continue to accumulate bargaining unit seniority for the first six (6) months. During the said six (6) month period if the employee has not returned to the previous position, all bargaining unit seniority will be lost.

An employee who transfers out or who transfers from another Department into the bargaining unit shall be entitled to retain city-wide seniority for the purposes of vacation allotment, longevity pay and participation in the retirement system.

ARTICLE 12 **RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be properly placed in an existing classification and in the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 13 **UNION BULLETIN BOARDS**

The City will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- a. Notices of recreational and social events.
- b. Notices of election.

- c. Notices of results of elections.
- d. Notices of meetings.
- e. The City reserves the right to remove inappropriate materials which shall be subject to the grievance procedure.

ARTICLE 14
HOLIDAYS

Section 1: All employees covered by this Agreement shall be paid eight (8) hours straight pay for each of the following recognized holidays or any day proclaimed in writing as a City holiday by duly constituted authority. Members of the bargaining units scheduled to work legal holidays shall be granted pay at the rate of one and one-half (1 ½) times their regular straight time hourly wage rate in addition to the regular holiday pay.

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day
Employee's Birthday
Employee's Anniversary Date of
employment with the City

Section 2. Holiday Eligibility: Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- a. To qualify for holiday pay, the employee must have worked the scheduled hours on the work day immediately preceding and immediately following the holiday, unless a valid excuse is accepted.
- b. An employee who agrees to work on a holiday but fails to report for work shall not be entitled to any pay unless a valid excuse is accepted.

Section 3. Holidays Falling on Weekends: When one of the recognized holidays falls on a Sunday, the following Monday shall be observed as the holiday. If the recognized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 4. The employee's birthday and anniversary holidays may be taken at any time in the calendar year with the approval of the employee's supervisor and cannot be carried forward. Not more than one employee may be off at any one time on a birthday

or floating holiday except as approved by the Department Head. Should more than one employee request the same day as a birthday or anniversary holiday, seniority shall prevail. Neither holiday may be taken if it would interfere with the orderly operation of the Public Works Division. In the event the employee uses the birthday or anniversary holiday before the actual date of either and terminates employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

ARTICLE 15 **VACATIONS**

Section 1. Vacation Pay. Employees will be paid vacation pay based on their regular pay classification immediately prior to the vacation period.

Section 2. Vacation Eligibility: Full-time, non-probationary employees with the required city-wide seniority as of their anniversary date of hire shall earn vacation leave with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Vacation Leave</u>
1 year through 4 years	80 hours
5 years through 10 years	120 hours
11 years	128 hours
12 years	136 hours
13 years	144 hours
14 years	152 hours
15 years	160 hours
16 years	168 hours
17 years	176 hours
18 years	184 hours
19 years	192 hours
20 years	200 hours
21 years	208 hours
22 years	216 hours
23 years	224 hours
24 years	232 hours
25 years	240 hours

Section 3. Vacation Schedule: Vacations may be taken only with the permission of the employee's department head. Bargaining unit seniority will be the controlling factor in scheduling vacations. No more than 3 employees or fifty (50%) per cent of the scheduled employees, whichever is less, may be on paid leave at any one time (anniversary date, birthday, personal leave, vacation) unless the Department Head or City Manager allows more to be off during the regular firearm deer hunting season.

The vacation schedule will be established each year between December 1 and December 15 for the following year. During that time each employee will sign up for vacation. In case of conflicts, the employee with the most bargaining unit seniority will be given preference.

Any changes to the vacation schedule after December 15 will be on a first come-first served basis. The granting of said vacation shall be at the discretion of the department head based upon the manpower needs of the Department.

Section 4. Accumulated vacation allowance becomes immediately payable to the employee upon termination of employment, no matter what the reason for such termination.

Section 5. Vacation shall be taken in not less than three (3) hour increments. Under extreme circumstances, the supervisor may grant vacation in a lesser increment.

ARTICLE 16 **LEAVES OF ABSENCE**

Section 1. Personal Leave:

- a. The City may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days, without pay or benefits and without loss of seniority, to an employee who has completed the probationary period, provided, in the exclusive judgement of the City Manager or designated representative, such employee can be spared from work. Requests for a personal leave of absence shall be in writing and shall be signed by the employee and given to the Department Head seven (7) days in advance. Approval shall be in writing and acknowledged by the employee's Department Head and the City Manager or designated representative.
- b. The Department Head may grant a leave of absence, not to exceed three (3) days, for personal reasons without pay and without loss of seniority, to an employee who has completed the probationary period, provided, such employee can be spared from work. Requests for a personal leave of absence shall be authorized by the Department Head.
- c. Sick Leave. Sick leave shall be accumulated at a rate of eight (8) hours per month to a maximum of 960 hours to be used for illness only.

Employees hired prior to July 1, 2006 may, upon retirement receive one-half (½) of the accumulated sick leave in pay. If, after 10 years of employment an employee voluntarily leaves, quits or resigns employment while in good standing

and with proper notice (two weeks), and not as a result of discharge or discipline, said employee shall be paid the equivalent of 25% (¼) of the accumulated sick leave.

Employees hired on or after July 1, 2006, may, upon retirement receive 25% (¼) of the accumulated sick leave in pay. If, after 10 years of employment an employee voluntarily leaves, quits or resigns employment while in good standing and with proper notice (two weeks), and not as a result of discharge or discipline, said employee shall be paid as follows:

10 years of service	10% of accumulated sick leave
11 years of service	11% of accumulated sick leave
12 years of service	12% of accumulated sick leave
13 years of service	13% of accumulated sick leave
14 years of service	14% of accumulated sick leave
15 years of service	15% of accumulated sick leave
16 years of service	16% of accumulated sick leave
17 years of service	17% of accumulated sick leave
18 years of service	18% of accumulated sick leave
19 years of service	19% of accumulated sick leave
20 years of service	20% of accumulated sick leave
21 years of service	21% of accumulated sick leave
22 years of service	22% of accumulated sick leave
23 years of service	23% of accumulated sick leave
24 years of service	24% of accumulated sick leave
25+ years of service	25% of accumulated sick leave

- d. Personal Leave. An employee is entitled to eight (8) personal leave hours per quarter after reaching 440 hours of accumulated sick leave and maintaining that accumulation or a higher amount for each quarter thereafter. A maximum of thirty-two (32) hours may be accumulated.

Section 2. Family and Medical Leave Policy: The City of Marshall will follow the Family Medical Leave Act ("FMLA") as required by law. This policy is based on the U.S. Department of Labor's ("DOL") "Fact Sheet No. 28," and fulfills the City's statutory FMLA notification requirements.

- a. Employee Eligibility. To be eligible for FMLA benefits, an employee must:
1. have worked for the City for a total of 12 months;
 - (i) While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more will not be counted unless the break is due to the employee's

fulfillment of his/her National Guard or Reserve military obligation or the City agreed in writing that it intended to rehire the employee after a break in service.

2. have worked at least 1250 hours over the 12 months preceding the leave's commencement; **and**
3. work at a location where at least 50 employees are employed by the City within a 75 mile radius.

If you do not meet the eligibility requirements you may be able to take time off under another City non-FMLA leave policy.

b. Leave Entitlement.

1. General:

If you are an eligible employee, the City will grant you up to a total of 12 workweeks of unpaid leave (subject to the requirement that you use accrued paid leave simultaneously with FMLA leave, as set forth herein) during a rolling 12 month period for one or more of the following reasons:

- (i) birth and care of your newborn child;
- (ii) placement with you of a son or daughter for adoption or foster care;
- (iii) to care for an immediate family member (spouse, son, daughter or parent) with a "serious health condition";
 - A. Son/daughter must be under age 18 unless incapable of self-care due to a physical or mental disability.
- (iv) when you are unable to work (unable to perform one or more essential job function) because of your own "serious health condition," or
- (v) for qualifying exigencies (e.g. short notice deployment, military events, childcare, financial/legal arrangements, rest and recuperation, post-deployment activities, etc.), arising out of the fact that your spouse, son, daughter, or parent is on active duty or is called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

2. Military Caregiver Leave:

If you are an eligible employee and are the spouse, son, daughter, parent or “next of kin” of a “covered service member,” the City will grant you up to a total of 26 workweeks of unpaid leave (subject to the requirement that you use accrued paid leave simultaneously with FMLA leave, as set forth herein) during a “single 12-month period” to care for the “covered service member” if the “covered service member” suffers from a “serious injury or illness.”

A “covered service member” is: (1) a member of the Armed Forces (including National Guard or Reserves) who is undergoing medical treatment, recuperation, therapy, etc., due to a “serious injury or illness;” or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness” and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5 year period preceding the date on which the veteran undergoes the treatment, recuperation or therapy.

A “serious injury or illness” is defined as: (1) in the case of a current member of the Armed Forces, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces at any time any time during the 5 year period preceding the date on which the veteran undergoes the treatment, recuperation or therapy, a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

3. Special Circumstances Unique to Birth or Placement of a Child:

Spouses, both of whom are employed by the City, are jointly entitled to a combined total of 12 workweeks of FMLA leave for the birth and care of their newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition (up to 26 weeks if leave to care for a covered service member with a serious injury or illness is involved).

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months after the birth or placement.

4. Intermittent FMLA Leave:

Under some circumstances, you may take FMLA leave intermittently – which means taking leave in separate blocks of time, or by reducing your normal weekly or daily work schedule. When intermittent leave is needed for planned medical treatment, you must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's or Client's operations.

- (i) Employees will not be approved to use intermittent FMLA leave after the birth or placement of a child for adoption or foster care.
- (ii) FMLA leave may be taken intermittently whenever medically necessary to care for a seriously injured or ill family member, or because you are seriously ill and unable to work.

5. How the Workweeks are Computed:

The 12 workweeks (or, in appropriate circumstances, the 26 workweeks) are computed by combining all qualifying leaves (e.g. birth, placement of a child for adoption or foster care, care of a qualifying immediate family member, employee's own serious health condition, etc.).

6. Employees are Required to Use Accrued Paid Leave Simultaneously with FMLA Leave:

As part of the FMLA leave, the employee must first utilize any accrued paid leave (sick leave, vacation leave, and/or personal leave). When paid leave is exhausted, any remaining portion of your FMLA entitlement will be unpaid. The period of time you are receiving Workers' Compensation benefits (for work-related illness/injury) will be considered paid FMLA leave. Where permitted, you may be allowed to use paid leave (paid personal leave, vacation, etc.) to supplement your workers' compensation benefits, up to replacing 100% of your regular wages/salary.

The City is responsible for designating if your use of paid leave counts as FMLA leave based on information the City receives from you.

c. Definitions.

1. Serious Health Condition: Means an illness, injury, impairment, or physical or mental condition that involves either:
 - a. Inpatient Care: Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
 - b. Continuing Treatment: Continuing treatment by a “health care provider” which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to:
 - (i) Absence + Treatment: A health condition (including treatment and recovery) lasting more than 3 consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition PLUS:
 - (1) treatment two or more times by or under the supervision of a “health care provider” (i.e. in-person visits, the first within 7 days and both within 30 days of the first day of incapacity [absent extenuating circumstances]); or
 - (2) one treatment by a “health care provider” (i.e. an in-person visit within 7 days of the first day of incapacity) with a regimen of continuing treatment (e.g. prescription medication, physical therapy, etc.);
 - c. Pregnancy: Any period of incapacity related to pregnancy or for prenatal care. A visit to the “health care provider” is not necessary for each absence; or
 - d. Chronic Conditions: Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a “health care provider,” and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a “health care provider” is not necessary for each absence; or
 - e. Permanent/Long-Term Conditions: A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer’s, a severe stroke, terminal cancer).

Only supervision by a “health care provider” is required, rather than active treatment; or

- f. Multiple Treatments (Non-Chronic Conditions): Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than 3 consecutive days if not treated (e.g. chemotherapy or radiation treatments for cancer).

2. Health Care Provider: Means:

- a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- c. nurse practitioners, nurse-midwives and clinical social workers and physician assistants who are authorized to practice, and performing within the scope of their practice, as defined under state law; or
- d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Mass.; or
- e. any health care provider recognized by the employer or the employer’s group health plan benefits manager.

d. Maintenance of Benefits.

The City is required to maintain group health insurance coverage for you while you are on FMLA leave if you were receiving such insurance coverage before FMLA leave was taken. Coverage will be on the same terms as if you had continued to work. When applicable, arrangements will be made for you to pay your share of health insurance premiums while on FMLA leave.

If you fail to return to work from an FMLA leave, unless for one of the limited reasons set forth in the FMLA’s accompanying regulations, the City is entitled to recover premiums it paid on your behalf during any period you were on unpaid FMLA leave.

Your use of FMLA cannot result in the loss of any employment benefit that you earned or were entitled to **before** using FMLA leave, nor can it be counted

against you under a “no fault” attendance policy. However, if a bonus or other payment is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and you have not met the goal due to FMLA leave, you may be denied payment, unless such payments are paid to employees on equivalent leave status for reasons that don’t qualify as FMLA leave.

e. Job Restoration.

Upon timely return from FMLA leave you will be restored to your original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If FMLA was taken because of your own serious health condition, you must timely submit a “fitness for duty” certificate before you will be reinstated. If you fail to timely return-to-work and/or fail to present a “fitness for duty” certificate when your FMLA leave entitlement is exhausted, and absent an appropriate request and approval for continuation of non-FMLA leave, you will be subject to discharge.

You have no greater right to job restoration or to other benefits and conditions of employment than if you had been continuously employed.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to City operations, the City may refuse to reinstate certain highly-paid “key” employees (a salaried “eligible” employee who is among the highest paid 10% of the employees within 75 miles of the work site). If applicable, you will be notified of your status and rights as a “key” employee.

f. Notice and Certification Requirements.

1. Employee Notice Requirements:

Employees seeking to use FMLA leave must provide 30-days advance notice of the need to take the leave when the need is foreseeable and such notice is practicable (e.g. birth of child, planned surgery, etc.).

When the need for leave is foreseeable less than 30 days in advance, or is not foreseeable, you must provide notice as soon as practicable under the circumstances – generally, either the same or next business day.

Though you need not mention the FMLA, you must provide at least verbal notice/information sufficient to make us aware that you need FMLA-qualifying leave (e.g. incapacitated due to pregnancy, hospitalized overnight, etc.), and the anticipated timing and duration of the leave.

Calling in "sick" is insufficient. If you have been previously certified/approved for FMLA leave, you must when contacting us specifically reference the qualifying reason for leave or the need for FMLA leave.

You are obligated to respond to our reasonable inquiries aimed at determining if your absence is potentially FMLA-qualifying.

In order to meet your notice obligations absent extenuating circumstances, you or your spokesperson (if you are unable) must contact your Supervisor or the Human Resources Department. During non-working/non-operating hours you must leave a voice-mail message or e-mail with your Supervisor or you may contact Human Resources at 269.781.5183 x 1119 (voice mail), send a fax to 269.781.3835 or send an e-mail to thall@cityofmarshall.com. The message, fax, or e-mail must provide information sufficient to make us aware that you need FMLA-qualifying leave, the anticipated timing and duration of the leave, and a means for us to contact you or the person leaving the message, fax, e-mail.

When appropriate, and when we wish your qualifying time off from work to be counted toward your annual FMLA allotment, we will designate the time off as FMLA. Conversely, when you wish to use FMLA to protect your employment status (e.g. avoid being AWOL, avoid an unexcused absence, etc.), it is **your** responsibility to clearly, unequivocally and timely request use of FMLA.

2. Employer Notice Requirements and Corresponding Employee Obligations:

We will notify you within 5 business days (absent extenuating circumstances) of your eligibility to take FMLA leave and inform you of your rights and responsibilities (and consequences if you fail to meet those obligations) under the FMLA. If appropriate, we will provide you at least one reason why you are not eligible to take FMLA leave.

If you meet your notice obligations, we will require that you provide medical certification within 15 days supporting the need for leave due to a serious health condition affecting you or a qualifying immediate family member. If provided to you, you must share your job's "essential functions" with your health care provider who, when filling out the certification form, must specify which functions you can not perform. If you fail to provide the medical certification form to the City within 15 days, your request for FMLA leave may be denied. We will notify you if your

certification is deficient, explain why it is deficient, and require you to cure the deficiency.

We may require second or third health care provider opinions (at the City's expense).

We may use a health care provider, a human resource professional, a leave administrator, or a management official – but not your immediate supervisor – to authenticate or clarify your medical certification.

When we have sufficient information, we will notify you that your leave will or will not be designated and counted as FMLA leave.

When appropriate, we will require periodic recertification at your expense (we may present your health care provider with your absence record and ask if your need for leave is consistent with this pattern).

When appropriate, we will require that you provide us with periodic reports during your FMLA leave regarding your status and intent to return to work.

If you are returning from leave for your own serious health condition, we will require that you submit a certification that you are able to resume work (you will also be notified of this requirement). If we have reasonable safety concerns, we may require this certification if you are returning from intermittent leave.

When intermittent leave is needed to care for a qualifying immediate family member or your own serious health condition, *or* is for planned medical treatment, you must consult with us and make a reasonable effort to schedule the leave (and treatments) so as not to disrupt unduly the City's or Client's operations.

g. Other Provisions.

When FMLA leave is to be taken intermittently or on a reduced schedule, the City may require that you transfer temporarily (for the period of your FMLA leave usage) to an available alternate position (with equivalent pay and benefits) for which you are qualified and which better accommodates recurring periods of leave than does your regular position.

If you return from an absence which, though qualifying, was never designated as FMLA because we were unaware of the true reason for your absence (e.g. you provided insufficient notice when first calling in, you took vacation time without explanation, etc.), you must notify us within two business days of returning to

work of the true reason for your leave and must request the time be retroactively designated as FMLA. An employee who fails to timely do so may be unable to subsequently assert FMLA protection for the absence.

An employee absent from work on FMLA leave must not (absent written authorization) engage in "outside" or "supplemental" employment (including self-employment).

An employee who fraudulently obtains or utilizes FMLA leave is not protected by FMLA's job restoration or maintenance of health benefits provisions, and is subject to discharge.

It is unlawful for any employer to interfere with, restrain or deny the exercise of any right provided by FMLA.

Please contact Human Resources if you have any questions or concerns about the FMLA or the City's application of the FMLA. Or, visit the Wage and Hour Division website: <http://www.wagehour.dol.gov> and/or call 1-866-487-9243.

To the extent anything contained in this Policy conflicts with the Family and Medical Leave Act, the Act will prevail.

Section 3. Military Leave:

- a. Any full-time employee who enters active service in the Armed Forces shall be given leave and shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement.
- b. Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed fifteen (15) calendar days upon presentation of proper documentation by the Commanding Officer.

ARTICLE 17
FUNERAL LEAVE

Section 1. Employees will be granted up to three (3) working days leave for death in the immediate family without loss of pay. The following shall be considered immediate family:

Wife, Husband, Child, Father, Mother, Father-in-Law, Mother-in-Law, Sister, Brother, Step-father, Step-mother, Grandparents of the employee or spouse, Step-children and Grandchildren.

Section 2. In the event it is necessary to take additional days beyond that provided for in Section 1, up to two (2) additional normal working days, it is permissible to take these additional days from either the employee's accumulated sick leave or vacation days. Anything beyond those set forth above must come from vacation.

Section 3. Other than immediate family funerals, an employee, at the discretion of the department head, can receive time off to be charged up to four (4) hours from vacation or personal time. Nothing here prohibits the employee from taking time off for funerals without pay, if the department head approves.

ARTICLE 18
MATERNITY LEAVE

Maternity leave will be treated as all other illnesses and be covered under the sick leave provision of the collective bargaining agreement.

ARTICLE 19
MEDICAL CERTIFICATION

Medical certification may be required at the discretion of the City for each absence regardless of duration, if the City has reason to believe the employee is abusing sick leave privileges. Falsification of the medical leave certificate or falsely setting forth the reasons of absence shall constitute just cause for dismissal.

ARTICLE 20
JURY DUTY LEAVE

A full-time employee with seniority who is summoned and reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty an amount equal to the difference between the employee's regular rate of pay for eight (8) hours exclusive of all premiums and the daily jury fee paid by the Court. In order to receive payment under this section, an employee must give the

City Manager prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed for the days claimed for payment. An employee who is summoned but does not serve as a juror must promptly report for work upon being excused.

ARTICLE 21 **WORK WEEK**

The full-time work week shall consist of forty (40) hours in five (5) consecutive days. The work schedules currently in effect shall remain in effect. The City, in its discretion, may change the Division's work schedule in which event it will notify the Steward five (5) working days prior to implementation of such change except in the case of a storm emergency. An Employee whose work schedule is changed may use bargaining unit seniority to bid into another work schedule within the division and classification.

ARTICLE 22 **OVERTIME**

Section 1: Time and one-half (1 ½) an employee's regular straight time hourly rate shall be paid for work performed or hours paid for in excess of forty (40) hours of work or pay in any one (1) regularly scheduled work week or for hours worked in excess of eight (8) hours in any one day. Employees, who perform work seven (7) consecutive days, shall be paid double (2) time their regular straight time hourly rate for all work performed on the seventh (7th) consecutive day of working within a work week. For purposes of this section, "work week" shall mean the regularly scheduled work week, and "seventh day" shall be the second regularly scheduled day off.

Section 2: If it becomes necessary for management to assign personnel to work overtime, such assignment will be made on an inverse seniority basis. Overtime shall be offered on a rotational basis. A list showing the total amount of overtime worked, and any overtime work offered will be maintained. Management shall attempt to keep the overtime as equal as possible.

In the event the city deems it necessary to call in off duty employee(s), it shall contact employees by phone. The first person to accept shall be assigned the work and receive the pay. An employee who declines or who cannot be contacted about overtime will be counted as having worked said overtime for the purposes of this provision. The City reserves the right to request that an on-site employee work the overtime in lieu of utilizing rotation.

ARTICLE 23
SHIFT PREMIUM

All straight time hours worked outside of normal first shift hours will be paid at base rate plus 20¢ per hour shift premium.

ARTICLE 24
STANDBY PAY

An employee who is specifically requested to be on standby for an entire weekend shall receive eight (8) hours straight time pay.

The City will provide one pager for the employee on standby. This pager will be rotated to whoever is on standby. Employees are responsible for keeping the pager fully charged, turned on, and on his/her person whenever on standby.

In the event the city deems it necessary to call in the employee on standby, it shall first attempt to contact the employee by phone. If unable to contact the standby employee by phone, the City will page the employee.

ARTICLE 25
SUBCONTRACTING

The City shall have the right to use outside contractors for the work which, in its judgment, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on an economical basis.

The Union agrees that from December 1 through March 31, the City of Marshall shall have the right to subcontract Downtown Development Authority snow plowing, deicing, and snow hauling work that historically has been performed by the Department of Public Services personnel.”

ARTICLE 26
INSURANCE

Section 1: Health Insurance. The City shall, for the duration of this contract, continue to provide health, medical and hospitalization insurance to its regular full-time employees and the employee's dependents. Said coverage shall be substantially equivalent to the coverage effective July 1, 2010.

- a. For any dependent covered as an FC Rider prior to July 1, 2008, the employee and employer shall each contribute 50% of the premium cost for the FC Rider to be deducted from the employee's pay each pay period for as long as the FC Rider is in effect. Any FC Rider coverage that begins on or after July 1, 2008, the employee shall contribute, by payroll deduction, 100% of the premium cost for the FC Rider.
- b. Effective July 1, 2006 the employee will pay ten percent (10%) of the health insurance premium charged to the City. Such payment will be made by payroll deduction. Employees may make such payment through the City's premium only cafeteria plan.
- c. Effective July 1, 2010 the employee co-pay for the Preferred Rx prescription program shall be \$10.00 per generic prescription (after reimbursement), \$30 for name brand formulary and \$60.00 per brand name non-formulary prescription. The generic drug must be purchased unless a generic is not available or for other documented medical reasons.
- d. If an employee elects to waive his/her enrollment in the City's group health insurance plan, said employee shall receive forty percent (40%) of the Community Blue PPO premium level that applies to the employee (single/two person/family) paid monthly.

If an employee elects to drop his/her dependants or spouse from the City's coverage, the employee shall receive forty percent (40%) of the premium savings paid monthly.

To be eligible, the employee must file an affidavit verifying he/she has coverage through another health insurance plan. Such affidavit shall be filed annually during open enrollment.

The employee shall have the right to re-join the City's group health insurance plan only during open enrollment or as a result of a qualifying event as defined by the health insurance carrier.

Section 2: Dental Insurance. The City agrees to maintain the current dental insurance coverage. Should the City wish, during the life of this contract, to change carriers, it may do so after consultation with the Union. The City agrees that a new carrier should provide the same overall coverage as presently exists, except by mutual agreement of the parties.

Section 3: Group Life Insurance. A regular full-time employee, upon completion of the probationary period, shall be entitled to group life insurance in the amount of \$30,000 with double indemnity.

Section 4: Optical. Effective July 1, 2009, the City of Marshall provides a regular, full-time employee and the employee's dependents with Vision Service Plan-12 (VSP-12) optical insurance. A complete explanation of coverage is available through the Department of Human Resources.

Section 5: Worker's Compensation. An employee injured on the job and receiving Workmen's Compensation shall receive supplemental pay from the City for a period up to one (1) year from the time the Workmen's Compensation payments begin. In no event shall combined payments be more than the employee's normal regular weekly salary.

- a. All payments received during the last six (6) months of the above one (1) year period shall be deducted from the employee's accumulated sick leave. In the event the employee has insufficient sick leave to cover the difference, the supplemental pay shall stop when the available sick leave has been exhausted .
- b. An employee on sick leave of absence or off work due to a compensable injury shall have the employer's portion of his or her health insurance premium paid for one (1) year while on leave by the City. The employee will be responsible for his/her portion of said premium.

ARTICLE 27 **LONGEVITY PAY**

Section 1: An employee must be employed by the City for five (5) continuous years prior to December 1 of any year before the employee is eligible for longevity pay during the calendar year.

Section 2: For full time employees who received a longevity payment in January, 2003, longevity payments shall be made once per year at the first pay period in December, which is computed as the number of complete years on or before December 1 prior to the payment, is:

5 years of service	1.0% of the employee's annual base wage
6 years of service	1.2% of the employee's annual base wage
7 years of service	1.4% of the employee's annual base wage
8 years of service	1.6% of the employee's annual base wage
9 years of service	1.8% of the employee's annual base wage
10 years of service	2.0% of the employee's annual base wage

Every year thereafter shall increase at 0.2% per year until the maximum rate of 5.0% is reached at 25 years of continuous service.

Section 3: Full time employees who were not eligible to receive longevity payment in January 2003 shall, upon eligibility, receive a longevity payment once per year at the first pay period in December. Payment shall be based on the following:

5 years service	\$ 500.00
6 years service	\$ 600.00
7 years service	\$ 700.00
8 years service	\$ 800.00
9 years service	\$ 900.00
10 years service	\$1,000.00
11 years service	\$1,100.00
12 years service	\$1,200.00
13 years service	\$1,300.00
14 years service	\$1,400.00
15 years service	\$1,500.00

The longevity payment caps at \$1,500.00 upon fifteen (15) years of continuous service.

ARTICLE 28 **LUNCH PERIODS**

A one-half (½) hour unpaid period shall be granted to all employees.

ARTICLE 29 **GENDER**

Reference to the masculine gender may refer to the feminine gender, or vice versa.

ARTICLE 30 **SAFETY EQUIPMENT**

The City agrees to furnish all required safety equipment, including raincoats, hard hats, boots, and gloves as needed, subject to such rules for the use, preservation and care of such equipment as the City shall establish.

ARTICLE 31
DISCHARGE AND DISCIPLINE

The City shall not discharge or issue disciplinary suspensions to any employee without just cause. The City agrees to give the Union Steward a copy of all discharge and disciplinary suspension notices. The Union and the City agree that except for serious offenses, discipline of non-probationary employees should be directed toward the principle of giving an employee notice when conduct is unacceptable and that unless correction is made, more severe discipline will be warranted.

ARTICLE 32
EXTRA CONTRACT AGREEMENTS

The City agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 33
CALL IN PAY

Any employee who is called in to work beyond his normal eight (8) hour day, after having completed the assigned shift and after being released from work, shall receive a minimum of two (2) hours pay at one and one half (1½) times the normal hourly rate. If the hours worked exceed the minimum pay, pay shall be received for only the hours worked.

ARTICLE 34
RETIREMENT SYSTEM

Section 1: The employees shall be required to participate in the Municipal Employees' Retirement System (MERS) established pursuant to Act 427 P.A. 1984 as amended. The precise details of the coverage are available in the MERS handbook and the provisions of the statute. The provisions of this article are guidelines only and are intended merely to memorialize some of the substantive provisions of the Retirement System available to the employees. These provisions include:

- a. F 55 at 25;

- b. Benefit Program B-4 benefit (2.5% of employees final average compensation multiplied by years and months of credited service). This amount shall not exceed 80% of the member's final average compensation.
- c. FAC-5;
- d. A 10 year vesting period is required to accrue or earn a pension benefit with the City of Marshall; and
- e. Employee contribution – 7.7% of the employee's total, annual gross compensation.

Section 2: HEALTH CARE SAVINGS PROGRAM

The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for you to set aside money to cover the escalating costs of post-employment health care for you and your spouse and/or legal dependents. Under the program, contributions are made while you are an active employee and then once you leave employment with the City, regardless of the reason you leave or the age you leave, you may be reimbursed for healthcare related expenses (i.e. insurance premiums, doctor co-pays, cobra, drug co-pays, many over-the-counter medications, etc.).

- a. **Vacation Leave Contribution:** Two weeks prior to the date of termination, employees may choose to cash out all or any portion of eligible vacation leave. As of the date of termination however, 100% of the remaining, eligible vacation leave will be contributed to the MERS HCSP
- b. **Sick Leave Contribution:** Two weeks prior to the date of termination, employees may choose to cash out all or any portion of eligible sick leave. As of the date of termination however, 100% of the remaining, eligible sick leave will be contributed to the MERS HCSP.
- c. **Personal Leave Contribution:** Two weeks prior to the date of termination, employees may choose to cash out all or any portion of eligible personal leave. As of the date of termination however, 100% of the remaining, eligible personal leave will be contributed to the MERS HCSP.
- d. **Post-Tax Employee Contributions:** Employees can make Post-Tax voluntary contributions to the MERS HCSP. Post-Tax contribution will be made through payroll deduction as allowed by the City of Marshall.

ARTICLE 35
UNIFORMS

Section 1. Employees shall be provided with eleven (11) sets of uniforms to be worn when performing work while on the City payroll and while traveling to and from work. Employees shall report to work with a full, clean uniform. During hot weather, employees may substitute the uniform shirt with a solid, one color tee-shirt except when working around electrical current the employee shall wear the uniform shirt provided.

Section 2. At the beginning of this agreement, the city will set aside an amount equal to \$100 per year of this contract for the purchase of safety footwear that must be worn on the job. The set aside will dissolve at the expiration of this contract. The employee must demonstrate proof of purchase to the Finance Department who will process the City's contribution through established account payable procedures. If an employee leaves employment of the City within 12 months of the purchase, the employee will reimburse the city for the allowance prorated on a monthly basis.

Section 3. The City of Marshall will reimburse the employee up to \$40.00 (single vision), \$60.00 (bifocal) and \$70.00 (trifocal) toward the purchase of MIOSHA approved safety glasses with side shields permanently affixed if purchased from a City approved supplier. This service is limited to once every twenty-four (24) months unless damaged in a job related accident or if there is a prescription change. The City of Marshall will not reimburse the employee eye examinations through this program. All purchases must be approved in advance by the appropriate supervisor. If an employee leaves employment of the City within 12 months of the purchase, the employee will reimburse the City for the allowance prorated on a monthly basis.

ARTICLE 36
PAY PERIODS

The employees shall be paid every other week. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, employee will be provided, in writing, with the detailed payroll information.

ARTICLE 37
AMERICANS WITH DISABILITIES ACT

The City and the Union agree to cooperate in an attempt to accommodate a disabled employee or applicant who is unable to perform the essential functions of the job. This article shall not be amended without the mutual consent of the parties.

ARTICLE 38
PERSONNEL POLICIES

The policies contained in the City of Marshall Personnel Policy Manual shall apply to the employees covered by this Agreement except to the extent that the policies are inconsistent with the terms of this agreement.

ARTICLE 39
SUPERVISOR'S PAY

When a supervisor is absent for more than two (2) hours on a work day and an employee is specifically assigned the responsibilities for performing the duties of the absent supervisor, the employee will be paid an additional \$2.00 per hour for all hours actually worked as an acting supervisor.

ARTICLE 40
VALID DRIVER'S LICENSE

Section 1: All employees of the Department of Public Services, Public Works Division are required to hold a valid, Michigan driver's license with the Commercial Driver's License (CDL) endorsement(s) as required by the City of Marshall. Any employee who fails to renew or whose driver's license is suspended is subject to disciplinary action up to and including termination.

Section 2: The City of Marshall will reimburse the employee for the CDL and city required endorsement(s) portion of the fees paid to the State of Michigan for renewal of a CDL license.

- a. Any employee who fails to renew a CDL when required to do so is subject to disciplinary action up to and including termination.
- b. The City of Marshall will have no obligation to reimburse the employee for costs associated with CDL renewal for any tests the employee fails to pass.

Section 3: The City of Marshall will reimburse the employee for fees paid to the State of Michigan for first time acquisition of a CDL license if the employee's current position changes to require a valid CDL license as a condition of continued employment with the City.

Section 4: The nature of the above offense(s) will determine the appropriate discipline imposed.

ARTICLE 41
TOTAL AGREEMENT

This Collective Bargaining Agreement represents sole, complete and full agreement with respect to rates of pay, wages, hours of employment, and all other bargainable issues between the parties. No agreement or understanding contrary to this Agreement, or any alteration, variation, waiver or modification of any terms or conditions contained herein shall be binding upon the parties unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties.

ARTICLE 42
DURATION

Section 1. Termination: This Agreement shall continue in full force and effect from July 1, 2010 through midnight June 30, 2013. If either party desires to amend and/or terminate this Agreement it shall, not more than one hundred twenty (120), nor less than ninety (90) days prior to the above termination date, give the other party written notice of its intention to amend or terminate. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12th day of July, 2010.

CITY OF MARSHALL



Tom Tarkiewicz
City Manager

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 214



Joel Gutzki
Business Agent

**APPENDIX A
WAGE AND STEP INCREASE PROCEDURE**

July 1, 2010 – June 30, 2013
Equipment Operator, Key Class #10

Section 1: Wages

		<u>START</u>	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Effective 7/1/2010	1%	\$18.59	\$19.17	\$19.68	\$20.29
Effective 7/1/2011	1%	\$18.78	\$19.36	\$19.88	\$20.49
Effective 7/1/2012	1% or the “across the board” wage increase awarded to another non-public safety organized unit within the City of Marshall, whichever is higher.				

Section 2: Step Increase Procedure

- a. An employee may receive a step increase every twelve (12) months until the top is reached.
- b. In order for a step increase to go into effect it will require authorization in Item (b) from the department head.
- c. If an employee is turned down on three successive reviews for a step increase, the employee will appear before the City Manager and the department head for an executive hearing.

APPENDIX B
SUBSTANCE ABUSE AND
ALCOHOL/DRUG TESTING POLICY

In continuing to provide for the health and safety of its employees, and to ensure the health and safety of others, the City and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 214 have negotiated the following alcohol/drug testing policy.

SECTION 1: GENERAL PROVISIONS

Copies of this policy shall be distributed to all Department of Public Utilities employees. This policy shall become effective on the date the Authorization and Release is signed. In the event of a refusal to sign, documentation by the Department Head will make the policy effective.

- A. All employees engaged in drug/alcohol abuse are encouraged to identify themselves to the City Manager, the Department Head, or their immediate supervisor. The City may refer such employees to a rehabilitation program and allow continued employment where appropriate.
- B. When drug or alcohol abuse is suspected, the basis for the suspicion should be documented and provided to the City Manager or designee who is responsible for determining the proper cause of action thereafter.
- C. Management will ensure supervisory personnel are given training to recognize and deal with behavior changes typical with drug/alcohol abuse, and that all employees, including new hires, are made aware of this policy.
- D. This policy does not contemplate the use of drug screening analysis on a random basis.

SECTION 2: ALCOHOL/DRUG TESTING POLICY

- A. Any employee involved in either a job-related accident or job-related incident which caused physical injury, or caused property damage exceeding \$2,500.00 will be subject to alcohol/drug testing. Any refusal to submit to such testing will subject the employee to immediate discharge.
- B. Any other testing of employees not described in A or B above for the presence of controlled substances or illegal drugs and alcohol must be based upon reasonable suspicion that an employee has taken, consumed or used such substances. The standard for determining reasonable suspicion will be guided by the following:

- The test must be requested by the City Manager or designee.
 - Reasonable suspicion shall be based upon specific objective facts and reasonable inferences drawn from those facts in light of experience and/or training.
 - Where the reasonable suspicion is based upon personal observation by a supervisor, the objective facts must be articulable and may include a person's appearance or behavior.
- C. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at the time that demand for testing is made, and the employee shall, at that time, be given the opportunity to explain his/her behavior or actions. In addition, where drug testing is recommended, the employee shall be allowed to make such explanation to the City Manager in person and also allowed to commit any explanation to written form. The employee shall have the right to Union representation if a Union member. Any refusal to take the test may result in immediate discharge in the discretion of the City.
- D. Within five (5) calendar days after the demand for testing, the facts forming the basis for reasonable suspicion and reasonable inferences drawn from those facts including the employee's statement, if any, shall be reduced to written form, and a copy shall be given to the employee.
- E. The use of medications prescribed by a physician and its appropriate use is not intended to be prohibited by this policy. However, employees using such medications are responsible for the potential effects such drugs may have. Use of medications that may impair physical or mental ability, judgment or work performance must be reported to your supervisor when reporting for work.

SECTION 3: RELEASE FROM DUTY

Any time an employee has been ordered to be tested, based upon reasonable suspicion, the employee shall not drive any vehicle or perform any job duties or functions, unless so authorized by the City Manager or designee. The employee will be compensated according to his/her Collective Bargaining Agreement or salary/wage schedule for all time spent in the testing process. When possible, such testing will be conducted during the employee's scheduled work hours.

SECTION 4: LABORATORY TEST

Arrangements will be made to transport the person taking the test to the hospital or independent laboratory to perform the test. A proper chain of custody in compliance with

the United States Department of Transportation (DOT) Regulations will be maintained on all tests.

In the case of urine testing for illegal use, the laboratory used must be certified by the National Institute on Drug Abuse (NIDA). The initial screen test will be of the immunological assay type and will be conducted using the "EMIT" test. No disciplinary action shall be taken based upon the initial screen test. If the initial test is positive, an immediate follow-up test on the identical sample will be conducted using the gas chromatography/mass spectrometry method.

Decision levels are set sufficiently high enough to preclude any other possible reason for a drug's presence except illicit use. The following decision levels, reported in nanograms per milliliter, are proposed for deciding the point at which the presence of a drug on an EMIT test would be reported as positive, i.e., the point at which a confirmation test (GC/MS) will be required.

NIDA-5 (screen and GC/MS confirmation)

<u>Drug Group</u>	<u>Drug or Metabolite detected</u>	<u>Initial test level ng/ml</u>	<u>GC/MS confirmation</u>
Amphetamine	Amphetamine	1,000ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine metabolites	Benzoyllecgonine	300 ng/ml	150 ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
Opiate metabolites	Codeine	300 ng/ml	300 ng/ml
	Total Morphine	300 ng/ml	300 ng/ml
Phencyclidine	PCP	75 ng/ml	75 ng/ml

If an EMIT test detects the presence of a drug equal to or above the confirmation level of the test result, the test will be considered as failed.

Upon completion of all testing, the employee will receive telephone notification of the results of the testing by the laboratory or as soon as practical after the City receives such notification. If the results of confirmation testing are positive, the results will be reported to the City Manager.

If an employee is requested to undergo a blood/alcohol or breathalyzer test, and the test reveals a minimum level of .07, the employee will have failed the test.

It is the intent of this program to test for those agents that are most frequently contained in the drugs of abuse. Therefore, the preceding list of drugs included in the table is subject to continual review and possible modification.

SECTION 5: REHABILITATION AND LAST CHANCE

- A. An employee who fails the tests described above shall, as a condition of continued employment, become involved in a rehabilitation program approved by the City Manager.
- B. An employee must, if able, continue work while in a rehabilitative program if, in the City's opinion, he/she is capable of satisfactory performance and if the employee agrees to be tested for drugs/alcohol according to the rehabilitation program rules. Approval from the City Manager is required.
- C. An employee who must discontinue work while in a rehabilitative program may take an unpaid medical leave of absence. Medical documentation by a physician approved by the City as to diagnosis, dates, and duration of treatment and rehabilitation is required.
- D. Upon satisfactory completion of the rehabilitation by the employee, it will be a condition of re-employment that the employee agrees to be tested for drugs/alcohol at the City's discretion for a reasonable period not to exceed eighteen (18) months.
- E. The employee must remain in the rehabilitation program for an adequate period of time as determined by the program professionals. The employee must provide to the City, at time intervals determined by the City Manager or designee, reports of satisfactory participation in the program. In addition, a report of satisfactory completion of the program at the termination of active treatment is required. These reports should come from the director of the program or other appropriate persons affiliated with the program. The failure to complete the program may result in immediate discharge in the City's discretion.
- F. The employee acknowledges that enrollment in a rehabilitation program is for the purpose of treatment and counseling against the illegal use or possession of controlled substances or alcohol abuse. Any illegal use, sale or possession of illegal drugs or controlled substances or alcohol abuse following treatment or counseling will result in immediate dismissal. All employees must acknowledge that the rehabilitation program is a "last chance" program.

SECTION 6: EMPLOYEES DETERMINED TO BE IN NEED OF REHABILITATIVE ASSISTANCE

- A. An active employee on medical leave who drops out of an approved rehabilitation program against the recommendation of the program director or other appropriate persons affiliated with the program will be immediately terminated and will be ineligible for re-employment.
- B. An employee who (1) refuses to become involved in an approved rehabilitation program, or (2) agrees to become involved in an approved rehabilitation program but fails to start the program within fifteen (15) days, or (3) does not agree to submit to periodic re-examination or testing at the discretion of the City will be terminated.
- C. An employee who has successfully completed a rehabilitation program, or otherwise remains employed or becomes re-employed after having tested positive for the presence of drugs/alcohol, will be terminated if the employee is subsequently found to be under the influence of drugs/alcohol or suffering from the side effects of drugs/alcohol abuse.

NOTICE: Any employee who possesses, sells, attempts to sell, or in any other way distributes illicit narcotics or drugs on City property or during work hours will be discharged. Law enforcement officials will be informed of such conduct.

APPENDIX C HEALTH INSURANCE IN RETIREMENT

It is the policy of the City of Marshall that any employee who leaves employment with the City for any reason except immediate retirement and discontinues his or her health insurance coverage which is then available through the City, shall not be entitled thereafter to again enroll in health insurance coverage and shall not be entitled to receive or participate in retiree health insurance.

EMPLOYEES HIRED PRIOR TO JULY 15, 1986

At the time an employee who was hired prior to July 15, 1986 begins to receive benefits from the City of Marshall MERS Retirement Plan, if he/she is currently participating in the City's health insurance or insurance waiver program, the City will continue to provide (or waive) health insurance to said retiree, his/her spouse (the retiree must be married at the time employee's retirement benefits begin to be paid) and for his/her dependents, (the individual(s) must be dependent at the time the employee's retirement benefits begin to be paid) at the same level as provided for its active, full-time, non-union employees, PROVIDED, said employee retires from the City of Marshall.

- ◆ with 25 or more years service
- ◆ at age 55 with 15 or more years service
- ◆ at age 60 with 10 or more years service

The retiree will be required to make the same copayments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage, copayments, deductibles, and premium contributions change for City of Marshall non-union, full-time, active employees, the same changes will be immediately effective for all retirees, spouses and dependents covered by said insurance with the exception that the percentage of premium contribution shall not be raised in any year in which a pension increase is not given to retirees.

If, at the time of the covered retiree's death, the health insurance plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the death of the spouse. When retiree (and/or spouse, if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B, or its equivalent if available, and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED **BETWEEN** JULY 15, 1986 – July 1, 1996

At the time the employee who was hired after July 15, 1986, begins to receive retirement benefits from the City of Marshall MERS Retirement Plan, if he/she is currently participating the City's health insurance or insurance waiver program, the City will provide health insurance (or waiver) to said retiree, his/her spouse (retiree must be married at time the employee's retirement benefits begin to be paid) and his/her dependents, (the individual must be dependent at the time the employee's retirement benefits begin to be paid) at the same level as provided for its active, full-time, non-union employees PROVIDED, said employee retires from the City of Marshall and pays the premium contribution per the following schedule:

AGE	SERVICE	% OF ANNUAL PREMIUM	
		CITY	INDIVIDUAL ¹
55	15	0	100
55	16	10	90
55	17	20	80
55	18	30	70
55	19	40	60
55	20	50	50
55	21	60	40
55	22	70	30
55	23	80	20
55	24	90	10
55	25	100	0

The retiree will be required to make the same copayments, deductibles, and premium contributions as are paid by non-union, full-time, active employees. If and when the health insurance coverage, copayments, deductibles, and premium contributions change for City of Marshall non-union, full-time, active employees, the same changes will be immediately effective for all retirees, spouses and dependents covered by said insurance with the exception that the percentage of premium contribution shall not be raised in any year in which a pension increase is not given to retirees.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the death of the spouse (if married at the time of death and at the time retirement benefits commence). When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B, or its equivalent if available, and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED **AFTER** JULY 1, 1996

An employee who was hired by the City of Marshall after July 1, 1996 will not receive health insurance in retirement paid by the City of Marshall. Said employee may purchase, at his or her own expense, such coverage as is then available to regular full-time, non-union employees then working for the City. In order to be eligible to purchase said insurance, the retiree must, at time of departure from employment with the City, be eligible to immediately begin receiving the MERS pension payment.

¹ Those who retire from the City of Marshall after April 1, 2003 will be required to make the same premium contribution as active, non-union employees or the percent listed in this chart, which ever is greater.