

# **A G R E E M E N T**

**CITY OF MARSHALL**

**and**

**MARSHALL COMMAND OFFICERS ASSOCIATION**

**July 1, 2011 - June 30, 2014**

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## **AGREEMENT**

THIS AGREEMENT is entered into between the CITY OF MARSHALL, Michigan, hereinafter referred to as the "City", and the MARSHALL COMMAND OFFICERS ASSOCIATION, hereinafter referred to as the "Union".

### **ARTICLE 1 PURPOSE AND INTENT**

**Section 1:** It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and job security of the employees depend upon the City's success in establishing a proper service to the community.

### **ARTICLE 2 EMPLOYEES COVERED**

**Section 1:** The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time sworn employees of the Police Department of the City of Marshall whose positions are classified as Sergeants or Lieutenant, excluding all other employees in this Department.

The City shall not enter into any other agreements with the employees in this bargaining unit, individually or collectively, which in any way conflicts with the provisions hereof.

**Section 2:** Employees within the bargaining unit may be represented by a Union representative for each work shift. The Union shall furnish the City with a list of representatives' names and their assigned work areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Union president to serve in the absence of the regular representatives.

### **ARTICLE 3 MANAGEMENT RIGHTS**

**Section 1:** The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter and General Ordinances of the City of Marshall and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by



employers, except such as are specifically relinquished by or are consistent with this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- (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 and equipment to be used, and the discontinuance of any services, materials or methods of operation.
- (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 subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities consistent with this Agreement.
- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size consistent with this Agreement.
- (f) To hire, assign, 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 consistent with this Agreement.
- (g) It is further agreed that in emergency situations, the City shall have the discretion of employing or authorizing any person or persons to perform any duty, task or assignment normally delegated to employees covered under the terms of this Agreement in order to effectively cope with such an emergency situation.
- (h) To direct the work force, assign work, and determine the number of employees assigned to operations.
- (i) 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.
- (j) To determine cleanup times, the starting and quitting time and the number of hours to be worked. PROVIDED, HOWEVER, that employees shall be allowed two (2) ten (10) minute breaks per day and a lunch period not to exceed one-half (½) hour. One break should be taken in the first half of



the employee's shift and the second break in the second half of the employee's shift. The lunch period shall be taken during the middle portion of the employee's shift. It is agreed that the lunch period and breaks will not be taken in a manner that interrupts the performance of duties or services by the employees.

- (k) To establish work schedules consistent with this Agreement.
- (l) To discipline and discharge employees for just cause.
- (m) To adopt, revise and enforce working rules and regulations and carry out cost and general improvement programs. It is understood that the reasonableness of any change in existing working rules and regulations shall be grievable by the employees through Step 2 only of the grievance procedure and that the decision of the City Manager shall be binding and permanent.
- (n) To transfer, promote and demote employees from one classification, department and shift to another.
- (o) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

#### **ARTICLE 4 UNION CHECKOFF**

**Section 1:** The City agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member the Union's dues subject to all of the following sub-sections:

- (a) The Union shall obtain from each of its members a completed Checkoff Authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- (b) Checkoff Administration forms shall be filed with the Finance Department who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff shall be made until such deficiency is corrected.
- (c) The City shall check off only obligations which become due at the time of the checkoff, will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

- (d) The City's remittance will be deemed correct if the Union does not give notice, in writing, to the Finance Department within two (2) weeks after a remittance is sent of its belief, with reasons stated therefore, that the remittance is incorrect.
- (e) Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Finance Department, and the amount owing the Union shall reflect accordingly with the next payment from the employee and dues to the Union.
- (f) The Union shall provide at least thirty (30) days written notice to the Finance Department of the amount of Union dues to be deducted from the wages of the city employees as in accordance with this section. Any change in the amounts determined will also be provided to the Finance Department at least thirty (30) days prior to its implementation.
- (g) The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

## **ARTICLE 5 PUBLIC SECURITY**

**Section 1:** The Union recognizes that strikes and work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause within the control of the Union or its individual members, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket or cause other interference on the City's premises. The occurrence of any such acts as set forth hereinabove shall subject the violating employee or employees to discharge and/or other discipline at the discretion of the City. Such discharge or discipline shall be grievable under the terms of this Agreement only through Step 2 and decision of the City Manager shall be permanent and binding.

**Section 2:** The City agrees that during the term of this Agreement, it will not lock out the employees; PROVIDED, HOWEVER, that refusal to admit employees to the premises caused by the unwillingness of the employees to continue to work in a normal manner shall not be considered a lockout.



## ARTICLE 6 PROBATION

**Section 1:** All new, permanent full-time employees shall have a probationary period for the first twelve (12) months of employment. Thirty (30) days prior to the expiration of the normal probationary period, the City shall have right to notify the employee, in writing, of performance deficiencies in performance that require an extension of the probationary period. This extension shall be for an additional ninety (90) days beyond the first twelve (12) month period. At the conclusion of either the original or extended probationary period, the employee's name shall be added to the seniority list as of the last date of hire. During the probationary period, the employee shall have no seniority status.

- (a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent full-time employee, and a probationary employee may be terminated for any reason at the discretion of the City during both the original twelve (12) month probationary period or the extension period of ninety (90) days).
- (b) If an employee receives a promotion, demotion or transfer, a new probationary period of six (6) months will be served. The employee will receive a performance review at the end of six (6) months which will determine if the probationary period should be terminated or extended up to an additional six (6) months. Upon the successful completion of the probationary period, the employee shall be added to the Department's seniority list as of the hiring date. During probation, an employee shall accrue benefits. The employee's original date of hire with the City is not affected by promotion, demotion or transfer.

## ARTICLE 7 SENIORITY

### **Section 1:** Seniority Definition

- (a) 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 and vacation allotment.
- (b) Bargaining Unit Seniority shall be defined as the total elapsed time within the bargaining unit since the employee's last date of hire. This definition of seniority shall be used for vacation selection, layoff and recall, job vacancies and promotions, holiday selection, personal leave selection,



shift bidding and all other areas where seniority is a consideration, except in those areas where city-wide seniority is the determining factor.

**Section 2:** Seniority will continue to accumulate during paid leave, including sick leave, personal leave, workers compensation and paid vacation. Except as otherwise provided, seniority will not terminate, but will not accumulate, during lay-off and unpaid leaves of absence in excess of thirty (30) calendar days.

**Section 3:** The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted on the bulletin board every twelve (12) months. The names of all permanent, full-time employees who have completed their probationary periods shall be listed on the seniority list in the order of their last hiring date, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

**Section 4:** An employee shall lose status as an employee and seniority shall be terminated if the employee:

- (a) resigns or quits;
- (b) is discharged and not reinstated through the grievance procedure;
- (c) retires;
- (d) is convicted of a felony, a misdemeanor involving moral turpitude or O.W.I. (Decision to be entirely at the City's discretion);
- (e) has been on layoff for a period of time equal to seniority at the time of layoff or twenty four (24) months, whichever is less;
- (f) is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee;
- (g) Subsections (d) and (f) shall be subject to the grievance procedure;

**Section 5:** Command Officers may utilize prior Patrol seniority to bump into the patrol ranks in the event of a lay-off in the command unit or if, during the probation period, the Chief, in his discretion, determines the Sergeant is not suited for the position or the officer elects to return to the patrol unit.

In addition, a Sergeant may be demoted to the rank of Patrol in accordance with the provisions of the Command Collective Bargaining Agreement. In such event the demoted officer will resume his/her prior Patrol seniority which will have been frozen as of the date of promotion.

## **ARTICLE 8 LAYOFF AND RECALL**

**Section 1:** Layoff shall mean the separation of employees from the active work force due to lack of work or funds. Layoffs shall not be in an arbitrary manner.

**Section 2:** If and when it becomes necessary to reduce the number of employees in the work force, probationary employees will be laid off first. Then employees shall be laid off in inverse seniority order (provided the remaining employees have the ability to perform the remaining work without trial or training), and they shall be recalled in their order of seniority. Command Officers may utilize prior patrol seniority to bump into the patrol ranks.

**Section 3:** Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

**Section 4:** Employees returning from layoff shall be given a maximum of five (5) calendar days to report back to work after notice has been sent by certified mail to their last known address on record with the City.

**Section 5:** It is agreed that in the event the City in its discretion, sub-contracts the normal police functions of the Marshall Police Department in its entirety, the parties, if requested, must negotiate through the collective bargaining process, the effects of such sub-contracting on the bargaining unit. This provision is unapplicable, however, to the sub-contracting or employment of non-bargaining unit persons to perform normal police functions at special events or in the event of an emergency.

**Section 6:** In the event the City in its absolute discretion deems it necessary, due to lack of work or funds, it shall use all reasonable efforts to lay off personnel rather than effectuate a change in the working hours or days of the work force.



## ARTICLE 9 WORKING HOURS

### Section 1: Work Day and Hours

- (a) The City agrees to implement a 12 hour shift/84 hour pay period for a minimum period of 6 months at which time the Chief will review the schedule with the bargaining committee.

Members assigned to the command division shall work a 12 hour shift schedule. Employees may bid for a shift by seniority. Employees who work 12 hour shifts shall work eighty-four (84) hours per pay period, which will be paid at the straight time rate.

The Chief of the police department retains the right to continue, discontinue, or reinstate the schedule in his discretion with not less than 30 days notice before schedule continuation, discontinuation or reinstatement. In the event the Chief elects to discontinue 12 hours shifts, the work schedule and any related contract provisions (e.g. leave, time off, breaks, holidays, etc.) will revert to the provisions which existed June 1, 2011.

- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly. 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.

**Section 2: Scheduling.** A schedule shall be posted once every three (3) months to determine the normal work days and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. The schedule shall include seven (7) days off during a fourteen (14) day pay period, and not less than two (2) consecutive days off at a time.

Changes may be made in the posted shift schedule by the Director of Public Safety as may be required to meet the needs of the department; however, the City will not change any employee assignment or schedule in order to avoid payment of overtime, or for the purpose of reprimand or Union activity, unless requested by the employee.

Note: The change of schedules to avoid the paying of overtime shall not include the following:



- (a) Schedule adjustment for attending schools or training
- (b) Filling in for vacation
- (c) Holidays
- (d) Emergencies
- (e) Sick leave - if the City is given less than three (3) hours notice of sick time.

**Section 2A:** Non-emergency schedule adjustments will not be made without a 72-hour notice to the officers involved, unless mutually agreed upon.

**Section 2B:** An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Director of Public Safety no less than seven (7) days prior to the implementation of the posted schedule. If the bidding results in two officers with less than two (2) years seniority assigned to the same shift, the Director may make revisions in the schedule. The Director may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature if the individual employee agrees to the assignments.

Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Director of Public Safety or City Manager. Any shift schedule to start before midnight is considered to be the shift for that day in which the shift begins.

**Section 3:** An employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the normal base hourly rate under the following conditions:

- (a) Daily -- all work performed in excess of twelve (12) consecutive regular hours in any twenty-four (24) hour period except at times of shift change.
- (b) Periodically -- all work performed in excess of eighty-four (84) hours in any fourteen (14) consecutive day pay period except at times of shift change.
- (c) The overtime rate shall be one and one-half (1-1/2) times the employee's normal base hourly rate, including premium.

- (d) Overtime created by a Sergeant taking leave shall first be offered to the Sergeants accordingly. If the Sergeants do not take the call in or are not available, the Lieutenant shall then be offered the overtime. If the Lieutenant refuses or is not available, the established procedure for call in shall then be followed.
- (e) For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

**Section 4:** Any employee who completes the assigned shift and is released from duty, shall receive, if called back to duty, a minimum of two (2) hours pay for duty at the rate of time and one-half (1-1/2). Call back shall include, but not be limited to, court appearance. Upon completion of this specific duty the employee shall be released from duty.

**Section 5:** All employees covered by this Agreement shall have the option to exchange any overtime hours worked for Earned Time Off (ETO) hours at the rate of time and one-half (1-1/2) under the following conditions:

- (a) A 48-hour accrual
- (b) Any usage of accumulated ETO will be charged against present accumulated ETO.
- (c) The option to exchange overtime hours worked to ETO hours shall be made within the pay period it is worked.
- (d) An employee may utilize earned time off (ETO) only with the prior approval of the Director of Public Safety or Deputy Police Chief.
- (e) Employees will be granted ETO on a first-come first-served basis. If a determination cannot be made which request was first, seniority shall rule.

## **ARTICLE 10 VACATION LEAVE**

**Section 1:** A seven (7) day written request shall be given to the Director of Public Safety for approval of a one or two day leave; a thirty (30) day written request shall be given to the Director of Public Safety for approval of three or more consecutive days. This will allow for development of the employee's work and vacation schedules.

**Section 2:** All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits, with pay, within the limits prescribed herein.



Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until twelve (12) months of service have been completed at which time the earned vacation will be credited. An employee leaving the department for any reason shall receive vacation pay pro-rata rounded to the nearest full day.

**Section 3:** Vacation shall be accumulated on a pro-rata monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one employment year shall be taken in the following employment year. "Employment Year" shall be based upon the anniversary of the employee's date of hire. An employee who completes the employment year shall receive vacation based on the following schedule:

<u>Completion of</u>	<u>Vacation Credit</u>
1-4 year	80 hours
5-9 years	136 hours
10-14 years	152 hours
15-19 years	176 hours
20 years	200 hours
21 years and over	240 hours

**Section 4: Vacation Schedule:** Bargaining unit seniority will be the controlling factor in scheduling vacations. One (1) Sergeant shall be scheduled, in advance, for paid leave (vacation, holiday, personal leave, or ETO) at any one time, provided, however, that it does not adversely impact the needs of the department. Leave will not be denied in an arbitrary or capricious manner. The vacation schedule will be established each year between November 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.

**Section 5:** The amount of vacation leave charged to an employee during leave shall be equal to the number of regularly scheduled hours that would otherwise have been worked during the absence on such leave. Vacation shall be charged against an employee in not less than four (4) hour increments.

**Section 6:** Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the preceding year's accumulation. Under certain conditions, special exceptions may be made by the City Manager.



**ARTICLE 11  
SICK LEAVE**

**Section 1:** Sick leave shall not be considered a privilege for use at the employee's discretion, but shall be allowed only in the event of sickness or injury. To be eligible for compensation while on sick leave, the employee shall notify the immediate supervisor or Director of Public Safety prior to the beginning of the assigned shift. This requirement may be waived at the Public Safety Director's discretion.

**Section 2:** When absence is more than three days, the employee shall be required to file a physician's certificate unless the Director has personal knowledge of the employee's sickness or disability. In the event of absence of less than three (3) days, the City may require a physician's certificate indicating the nature of the reason for the absence in the event there is reason to suspect abuse of the sick leave benefit.

**Section 3:** Employees earn sick leave after one full month of employment. Sick leave shall be accrued at the rate of eight (8) hours per month. Sick leave credit cannot be earned during a leave of absence without pay.

**Section 4:** The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during the absence on such leave.

**Section 5:** Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year to a total of not more than nine hundred sixty (960) hours.

**Section 6:** Upon termination of employment by reason of death or retirement, employees hired prior to July 1, 2008, accumulated sick leave will be paid at the current pay rate to the beneficiary of the employee or the employee for one-half of the sick leave so accumulated. Upon termination of employment by reason of death or retirement, employees hired after July 1, 2008, accumulated sick leave will be paid at the current pay rate to the beneficiary of the employee or the employee for twenty-five percent (25%) of the sick leave so accumulated.

**Section 7:** If, after ten (10) years of employment, in good standing, an employee voluntarily leaves, quits or resigns employment with the City while in good standing and with proper notice and not as a result of discharge or discipline, said employee shall be paid for accumulated sick leave as follows:

10 Years	10% of accumulated sick leave
11 Years	11% of accumulated sick leave
12 Years	12% of accumulated sick leave
13 Years	13% of accumulated sick leave
14 Years	14% of accumulated sick leave

15 Years	15% of accumulated sick leave
16 Years	16% of accumulated sick leave
17 Years	17% of accumulated sick leave
18 Years	18% of accumulated sick leave
19 Years	19% of accumulated sick leave
20 Years	20% of accumulated sick leave
21 Years	21% of accumulated sick leave
22 Years	22% of accumulated sick leave
23 Years	23% of accumulated sick leave
24 Years	24% of accumulated sick leave
25+ Years	25% of accumulated sick leave

**ARTICLE 12  
HOLIDAYS**

**Section 1:** The following are designated as holidays:

New Year's Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Employee's Anniversary Date of hire

The above ninety-six (96) hours of holiday leave may be taken at any time in the calendar year. One (1) Sergeant shall be scheduled, in advance, for paid leave (vacation, holiday, personal leave, or ETO) at any one time, provided, however, that it does not adversely impact the needs of the department. A seven (7) day written request shall be given to the Director of Public Safety for approval of one or two leave days; a thirty (30) day written request shall be given to the Director of Public Safety for approval of three or more consecutive leave days. In the event the employee uses a holiday before the actual date and terminates employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

**Section 2:** Any unused holiday hours shall be paid at straight time the first pay period in January for any holiday hours not taken in the prior calendar year.

**Section 3:** An employee who does not work on the regularly scheduled work day immediately prior to or immediately following a holiday shall not be compensated for such holiday unless the absence on such day was excused prior to the holiday by the Director of Public Safety.



**ARTICLE 13  
INSURANCE**

**Section 1:** 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, 2011.

- (a) The employee and employer shall each contribute 50% of the premium for the Family Continuation Rider to be deducted from the employee's pay each pay period for as long as the FC Rider is in effect. Any employee who enrolls for such coverage after February 1, 2008, will pay 100% of the cost of the Family Continuation Rider
- (b) Employees hired prior to July 1, 2011 shall pay ten percent (10%) of the cost of health insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only cafeteria plan.

Employees hired on or after July 1, 2011 shall pay twenty percent (20%) of the cost of health insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only cafeteria plan.

- (c) The employee co-pay for the Preferred Rx prescription program shall be \$10.00 per generic prescription (after internal reimbursement), \$30.00 per formulary name brand prescription, and \$60.00 per non-formulary brand name prescription. The generic drug must be purchased unless none is available or for other documented medical reasons or the employee shall be obligated to pay, in addition to the co-pay, the difference between BCBSM approved amount for the brand name drug and the maximum allowable cost for the generic.
- (d) If an employee elects to waive his/her enrollment in the City's group health insurance plan, said employee shall receive the following:

Single person coverage	\$125 per month
Two person coverage	\$200 per month
Family coverage	\$250 per month

If an employee elects to drop his/her dependents or spouse from the City coverage, the employee shall receive twenty-five percent (25%) of the premium savings up to a maximum of \$200 per month.



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:** The City of Marshall provides Vision Service Plan – 12 (VSP-12) optical insurance. A complete explanation of coverage is available through the Department of Human Resources.

Employees that have elected a \$300 per fiscal year reimbursement in lieu of VSP-12 optical insurance prior to July 1, 2011 may remain on the reimbursement plan.

- (a) The reimbursement plan provides a regular, full-time employee not more than \$300.00 per fiscal year (July 1-June 30) for actual expenses incurred by the employee or the employee's dependents for eye examinations, frames, and/or corrective lenses in that fiscal year. For reimbursement of this expense to be considered, the employee must submit a paid receipt to the Finance Department that shows such optical services were received prior to June 30. Proof must be received before July 15 for payment of services received and credited to the previous fiscal year.
- (b) To be eligible for the reimbursement plan, the employee must file an affidavit verifying he/she has coverage through another optical insurance plan. Such affidavit shall be filed annually during open enrollment. If said other coverage is dropped, the employee must enroll in the VSP plan during the following open enrollment period.

**Section 3:** The City agrees to continue dental insurance coverage substantively similar to that provided per the current agreement. Should the City wish, during the life of this Agreement, 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 4:** After completion of six (6) months full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy in the amount of Thirty Thousand (\$30,000.00) Dollars with double indemnity.

**Section 5:** The City shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees in this bargaining unit from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during

the course of duty and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

**Section 6:** 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 calculated to relate to the employee's sick leave with the deduction being made from the employee's accumulated sick leave.

In the event the employee has insufficient sick leave to cover this period of time, the above supplemental pay shall stop at the expiration of the available sick leave to be used for this purpose.

**Section 7:** An employee on sick leave of absence or off work due to a compensable injury shall have the City's portion of the health insurance premium and the full premium for all other insurance paid for one (1) year duration while on leave by the City.

#### **ARTICLE 14 OTHER LEAVE**

**Section 1:** An employee will be granted up to 3 days off with pay to attend a funeral for the death of a member of the immediate family. For purposes of this Section, immediate family shall be defined as the employee's:

spouse, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather, grand child, step grandchild.

One day shall be granted to attend the funeral of an aunt, uncle, cousin, niece or nephew, and will be charged to vacation, personal leave. If the employee has accrued no vacation or personal time it will be charged to sick leave.

If additional time off is needed beyond the days provided for a death in the immediate family, it may be granted by the City Manager and will be charged to sick leave, vacation or personal leave. If the employee does not have any vacation, personal leave, or sick leave remaining; the time off will be unpaid.



For attendance at funerals other than for family members, an employee, at the discretion of the Director, may receive up to 4 hours time off to be charged to vacation or personal time.

**Section 2:** Personal Leave. An employee is entitled to one (1) personal leave day per calendar quarter after reaching and maintaining 440 hours or more of accumulated sick leave in accordance with Article 11. An employee may not accumulate more than four (4) such personal leave days per year.

An employee's eligibility for personal leave days (i.e., the number of accumulated sick hours) shall be determined on the first day of each calendar quarter.

**Section 3:** Military Leave.

- (a) Employees who enter the military service of the United States shall be granted leaves of absence and reinstated to employment as required by applicable provisions of Act 263, PA of 1951, and any other applicable statutes.
- (b) All members of the bargaining unit who are members of the reserve or National Guard may have their pass leave days arranged to allow them to attend monthly or weekend meetings.

**Section 4:** Family and Medical Leave. 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.

#### 1. EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- a. 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.
- b. have worked at least 1250 hours over the 12 months preceding the leave's commencement; **and**
- c. 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.

## 2. LEAVE ENTITLEMENT

### a. 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.

### b. 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.

**c. 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.

**d. 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.

**e. 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.).

f. **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.

3. **DEFINITIONS**

**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).

**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.

**4. 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.

## **5. 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.

## **6. NOTICE AND CERTIFICATION REQUIREMENTS**

### **a. 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.

**b. 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 cannot 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.

## **7. 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.



## ARTICLE 15 PROMOTIONS

**Section 1:** A promotion within the bargaining unit shall be made on the basis of ability to perform the job and seniority. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from an employee who has not submitted the request for promotion in writing. There shall be a competitive written examination each time a vacancy is to be filled.

**Section 2:** An employee who is promoted will assume the new responsibility on the effective date cited on the notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

## ARTICLE 16 DISCIPLINARY ACTION

**Section 1:** Discipline is primarily the responsibility of the first line supervisor. Discipline shall be positive, developmental, and progressive in nature. When the City feels that the positive, developmental and progressive discipline has not succeeded in solving the problem, further punishment and/or discharge may be necessary for alleged violations of departmental rules and regulations. Such punishment or discipline or discharge shall be imposed by the Director or the Director's designee.

**Section 2:** Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

**Section 3:** Employees shall be permitted the presence of a Union steward if they so request at the time disciplinary action is initiated against the employee.

**Section 4:** In the event the employee believes that the discipline or discharge is not just, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Director or the Director's designee within five (5) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within five (5) days after Step 2 of the grievance procedure.

**Section 5:** The employee against whom the charges have been made may be represented at any hearing by the Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

**Section 6:** In imposing any discipline, the City will not base its decision upon any infraction of department rules or regulations which occurred more than two years previously.

**Section 7:** In the event it should be decided, under the grievance procedure, that the employee was unjustly disciplined, the City shall reinstate the employee. Full compensation, partial or no compensation may be decided under the grievance procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline less any compensation earned by the employee during the period of time off work due to discipline.

**Section 8:** Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

**Section 9:** All disciplinary action shall be for just cause.

## **ARTICLE 17 TRANSFERS**

**Section 1:** In the event of a newly created position within the bargaining unit, employees will be given the opportunity to transfer on the basis of qualifications, ability to perform the work and seniority.

## **ARTICLE 18 WAGE CLASSIFICATION**

**Section 1:** While employed by the City, each regular full-time employee of the bargaining unit is designated as being in a wage classification corresponding to the length of service with the department. Step increases, as provided in Appendix "A", shall be allowed each year for each member of the bargaining unit until the maximum limit, unless that member receives written notification from the Director of Public Safety outlining the reasons for not being allowed advancement. Such notification shall be received prior to the date set for such advancement, which shall be the date of hire for the employee. The written notification shall state the reasons and shall be reasonable and will be subject to the grievance procedure.

- (a) All employees shall be paid as outlined in Appendix "A", unless a higher rate is approved by the City Manager.
- (b) Salary increases shall be made on the basis of performance and service and in the amounts and at the intervals as provided for in Appendix "A".



**ARTICLE 19  
LONGEVITY PAY PROGRAM**

**Section 1:** In addition to rates outlined in Article 18 and Appendix A, any employee hired prior to July 1, 2002, who has been continuously employed by the City for a period of not less than five (5) years shall receive a Longevity Pay salary addition of one (1%) percent of the base wage. After each additional year of continuous service, the employee shall be entitled to an increase of two-tenths (.2%) percent in the Longevity Pay rate. In no event shall the Longevity Pay exceed five (5%) percent of the base pay, said maximum to be reached after twenty-five (25) years of continuous, uninterrupted service.

**Section 2:** All employees covered by this agreement hired after July 1, 2002, having completed five (5) or more years of continuous service shall be eligible to receive longevity pay.

5 years service	\$ 500.00	11 years service	\$1100.00
6 years service	\$ 600.00	12 years service	\$1200.00
7 years service	\$ 700.00	13 years service	\$1300.00
8 years service	\$ 800.00	14 years service	\$1400.00
9 years service	\$ 900.00	15+ years service	\$1500.00
10 years service	\$1000.00		

**Section 3:** In order to be entitled to longevity pay under this Article, an employee must have completed five (5) years of service prior to November 1 of the current year. Longevity pay will be paid to eligible employees in one (1) lump sum on the first pay day in December of each year.

**ARTICLE 20  
MISCELLANEOUS**

**Section 1:** Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of correct mailing address and telephone number. The information will not be given out without the written consent of the employee.

**Section 2:** Resignation. Any employee covered hereby, who desires to resign, shall present the resignation in writing to the Director of Public Safety or the City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this Agreement.

**Section 3:** Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered by this Agreement, and it supersedes any previous Agreement, verbal or written, between the City and any employee covered hereby.

**Section 4:** Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, except as set forth in Article 8, Section 5, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 5:** Service Weapon: All employees will receive a service weapon issued by the Department.

**Section 6:** Uniforms. The City shall furnish all uniforms for employees as outlined below:

- Shirts - Three (3) long sleeve and three (3) short sleeve
- Pants - Three (3)
- Ties - Three (3)
- Coats - One (1) spring jacket and one (1) winter coat
- Sam Brown - One (1) including holster/cuff and case, ammo pouch and belt
- Belt - One (1) trouser
- Tie Clasp - One (1)
- Name Bar - One (1)
- Hat - One (1) dress with badge and one (1) cap
- Whistle/Chain - One (1)
- Shooting Pins/Specialty Pins
- I.D. Number

The City shall maintain the above items in good, serviceable condition and shall replace such items at its discretion. The City shall arrange for a place that employees may take their uniforms for cleaning at the expense of the City.

The Lieutenant may wear civilian clothing while on the job. The City shall replace any of the Lieutenant's civilian clothing that is damaged in the line of duty.



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 footwear (Chief to approve shoe style) 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 7:** Save Harmless Clause. Should any provision or section or portion of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion.

**Section 8:** Conformance with State Law or Federal Law. If State or Federal law is amended on a mandatory basis that would affect any provisions in this Agreement, the Agreement shall be automatically amended to conform with the law on the effective date of such law.

**Section 9:** Bulletin Boards. The City will select and erect a bulletin board within the Police Department. The City will pay all costs for the purchase and erection of the bulletin board. The Union, exclusively, will maintain and monitor a locked, glass enclosed Union bulletin board, to be furnished by the City and placed in the Squad Room, exclusively for Union members. The material posted on said board shall be reviewed by Union representatives within the units (all Command Officers Association of Michigan units within the City). The City reserves the right to remove offensive material which shall be subject to the grievance procedure

**Section 10:** Personnel File. Union member's personnel files shall be kept under the jurisdiction of the Human Resources Department. The City will allow only authorized personnel to read, view, have a copy of or in any way peruse in whole or in part a Union member's personnel file or any document which may become a part of his or her file. A member of the Union may view own personnel file as to its total content, except the background investigation report, upon request to the City's Human Resources Department. The City agrees not to divulge the contents of the employee's file without written release from the employee concerned.

**Section 11:** Pension. Employees are 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 provision of the statute. The provisions of this section are guidelines only and are intended merely to memorialize some of the substantive provisions of the Retirement System available to employees. The provisions include:

- (a) Full retirement at 50 years of age with 25 years of service with a waiver of reduction of benefits (F50/25).

- (b) Benefit Program 3% (of employee's final average compensation) multiplied by years and months of credited service.
- (c) FAC-3 - final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3.
- (d) Employee contribution is 12.24% of the employee's total, annual gross compensation.

**Section 12: 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.

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.

**Section 13: Jury Duty.** If an employee is called upon for jury service during the regularly scheduled work day, jury duty leave shall be granted. If not selected and/or is not sitting on a jury the employee shall return to and perform the regularly scheduled work.

If selected to serve, the employee shall be paid the difference between the regular base rate of pay and the jury duty pay.



The City may request the court to excuse an employee from jury duty.

**Section 14: Schools and Training.** An employee who is required to attend an employment related school on the regularly scheduled work day will receive eight (8) hours pay. If this time is less than the normally scheduled shift, then the officer will have a choice to work the hours up to the equivalent of the shift or to accept the reduced hours for that day.

An employee who is required to attend a school on a non-work day shall be paid for time actually in attendance and for time spent in transit directly to and from same.

**Section 15: Tuition Reimbursement.** The City may provide financial assistance to an employee interested in furthering his/her own formal education. The tuition reimbursement program contributes to the cost of tuition, fees and books.

To qualify for this program, an employee must have been employed by the City of Marshall as a regular full time employee for one (1) year and must be enrolled in a course of study that is related to the current job or a job in the employee's intended career path with the City. The City Manager will be the final Arbiter in all such determinations.

The educational activity must be approved by the Department Head, Director and City Manager prior to enrollment and must be successfully completed as set forth below to receive reimbursement.

Fifty percent (50%) of the cost of tuition, fees and books will be reimbursed if a grade of "B" or better is received.

Western Michigan University fees will be used as the maximum reimbursement comparables for any classes taken.

An employee may request flex time to further continued education. Flex time shall be defined as working the specified hours in the pay period but at times agreed upon by the Department Head and City Manager.

Following reimbursement, an employee is expected to remain with the City of Marshall for 6 months if reimbursed for a technical, undergraduate or community college class and for 1 year if reimbursed for a graduate level course. If an employee leaves the City prior to 6 months/1 year following reimbursement, the reimbursement will be deducted from the employee's final pay check.

In order to be entitled to any reimbursement under this provision each employee must submit his/her requests for course approval no later than six (6) months before the beginning of the fiscal year in which the courses are scheduled to commence. This

provision shall apply only to a single approved master's degree for an employee and shall not cover any other graduate or post-graduate level courses or programs.

Not more than \$1,000.00 will be reimbursed to any employee in a fiscal year.

**Section 16:** Drug/Alcohol Testing. The Drug/Alcohol testing policy attached as Appendix "B" is incorporated in this Agreement in its entirety.

**Section 17:** AMERICANS WITH DISABILITIES ACT (ADA). The City and the Union agree to cooperate in an attempt to find a reasonable accommodation in order to allow a disabled applicant or employee to perform the essential functions of the position.

## ARTICLE 21 GRIEVANCE PROCEDURE

**Section 1:** Definition of a Grievance. A grievance is defined as a claim founded on an alleged violation of this Agreement; any grievance filed shall refer to the specific provision alleged to have been violated and shall set forth the facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this section shall be denied on the basis of not constituting a valid grievance.

**Section 2:** Steps of the Grievance Procedure. Whenever a grievance arises, an employee may present said grievance to the immediate supervisor within five (5) working days of the event on which the grievance is based. The employee shall suffer no loss of pay for the time spent with the immediate supervisor discussing the grievance. The employee who feels aggrieved shall be allowed the presence of a local union representative when discussing the alleged grievance. If the issue is unresolved, the employee, on his/her own time, may reduce the grievance to writing on a form provided by the Union and approved by the City and then present it according to the following procedure and by all rules for grievance processing per Section 3 of this Article. Failure to comply with all of the requirements as set forth in the following grievance procedure or by the rules for grievance processing shall be used by a management representative at any step as a permanent grievance denial.

Step 1. If the command officer's answer is not satisfactory to the grievant, the employee's representative may, within two (2) days thereafter, present it to the Director of Public Safety or the Director's designated representative who shall answer it in writing on the form no more than two (2) days later.

Step 2. If the answer of the Director of Public Safety in Step 1 is not considered satisfactory by the employee, the employee's representative or his/her designee may, within three (3) days thereafter, present it to the City Manager. The Union or the City



Manager may call a meeting at which any participant may attend who has participated in a previous Step. The grievant and local representative shall be present for that meeting. The COAM representative may be present. The City Manager shall answer the grievance, in writing, no later than ten (10) days after it is presented to him or the date of the meeting, whichever is later.

Step 3. If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to refer such grievance to arbitration in accordance with the Voluntary Labor Arbitration Rules of the MERC then in effect, provided such referral is made within fifteen (15) calendar days after receipt by the Union of the City's Step 2 answer for such a grievance. If the grievance has not been submitted to arbitration within the said fifteen (15) calendar day period, it shall be considered resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and MERC shall be shared equally by the City and the Union.

**Section 3:** Rules of Grievance Processing.

- (a) Employees shall write, investigate, process and present a grievance so that this activity will not conflict with the full, faithful and proper performance of their required duties.
- (b) All grievances must be filed within five (5) working days following the date of occurrence.
- (c) Management representatives shall date and sign the grievance indicating receipt thereof.
- (d) When a management representative returns the form with an answer on it, the grievant shall date and sign the grievance indicating receipt thereof.
- (e) A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.

- (f) A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.
- (g) "Days" within the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays and "Days" for the procedural time limits are to begin at 12:01 a.m. the following day.

## ARTICLE 22 PERSONNEL POLICIES

**Section 1:** The City shall have the right to make rules and regulations for the purpose of maintaining order, safety and/or efficient operations, provided such rules are not inconsistent with the terms of this Agreement. 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 23 VALID DRIVER'S LICENSE

**Section 1:** All Sergeants are required to hold a valid, Michigan driver's license.

- (a) Any employee who fails to renew or whose driver's license is suspended is subject to disciplinary action up to and including termination.

## ARTICLE 24 AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

**Section 1:** This Agreement incorporates all Agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date.

**Section 2:** This Agreement shall become effective July 12, 2011, and shall continue in full force and effect until June 30, 2014, at 12:00 midnight, and for successive annual periods thereafter unless not more than one hundred twenty (120) days or less than ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.



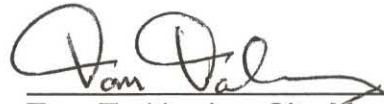
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 12<sup>th</sup> day of July, 2011.

COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

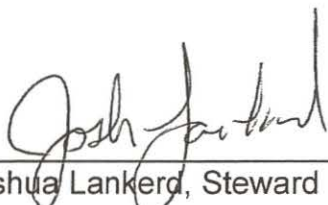
CITY OF MARSHALL

  
\_\_\_\_\_  
Tim Lewis, Business Rep

Date: 7-14-11

  
\_\_\_\_\_  
Tom Tarkiewicz, City Manager

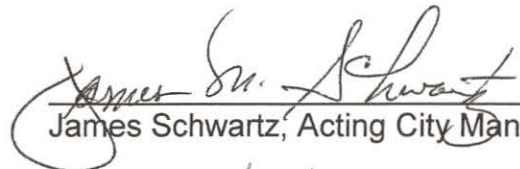
Date: 8/11/11

  
\_\_\_\_\_  
Joshua Lanker, Steward

Date: 7-12-11

  
\_\_\_\_\_  
Sandra Bird, Clerk-Treasurer

Date: 7-12-11

  
\_\_\_\_\_  
James Schwartz, Acting City Manager

Date: 07/12/2011

## APPENDIX A

**Section 1:** Listed below are the classifications and corresponding annual wages agreed to by the parties to this Agreement.

	<b>Probationary Wage</b>	<b>Sergeant Wage</b>	<b>Lieutenant Wage</b>
<b>7/1/2011</b>	2% less than Sgt wage (\$55,053.18)	10.0% above top patrol wage (\$56,176.71)	19.0% above top patrol wage (\$60,772.99)
<b>7/1/2012</b>	2% less than Sgt wage (\$55,603.71)	10.0% above top patrol wage (\$56,738.48)	19.0% above top patrol wage (\$61,380.72)
<b>7/1/2013</b>	2% less than Sgt wage (\$56,159.74)	10.0% above top patrol wage (\$57,305.86)	19.0% above top patrol wage (\$61,994.53)

**Section 2:** In addition, any employee who received an education bonus (as a command or patrol officer) prior to September 1, 2005 for completed police administration course work at Kellogg Community College, or college credits accepted by Kellogg Community College, for Police Administration with a grade average of "C" or better or a grade point average in another grading system equivalent to a "C" or better, shall continue to be paid an education bonus on a quarterly basis as follows:

	<u>ANNUAL AMOUNT</u>	<u>QUARTERLY AMOUNT</u>
12 credit hours	\$ 200.00	\$ 50.00
24 credit hours	\$ 300.00	\$ 75.00
30 credit hours	\$ 400.00	\$100.00
Associate Degree in Law Enforcement	\$ 500.00	\$125.00

- (a) This education bonus becomes effective on the employee's anniversary date following attainment of credit hours.



**Section 3:** Those Sergeants assigned to work the afternoon shift shall receive one (1%) percent differential. Those officers assigned to a split shift shall receive a two (2%) percent differential, and officers assigned to midnights shall receive a two percent (2%) differential.

**Section 4:** When a Sergeant is assigned as an acting Lieutenant, he/she shall be paid one dollar fifty cents (\$1.50) per hour additional compensation for all hours worked on that basis.

## APPENDIX B DRUG/ALCOHOL TESTING POLICY

### Testing

1. Reasonable Suspicion. Testing of bargaining unit members for the presence of controlled substances or illegal drugs must be based upon the reasonable suspicion that an employee has consumed controlled substances or illegal drugs. The test must be requested by the Director of Public Safety.
  
2. Standard for Determining Reasonable Suspicion.
  - (a) Reasonable suspicion shall be based upon specific objective facts and reasonable inferences drawn from those facts in light of experience and/or training.
  - (b) Where reasonable suspicion is based upon personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.
  - (c) When an informant has supplied information, the informant's veracity, reliability and basis of knowledge will be relevant. If the informant is a member of the department in a lower ranking position, he/she may approach the Director of Public Safety to provide such information, without regard to the normal chain of command.
  - (d) When another employee who is not a command officer has supplied information or has made a personal observation, his/her basis of knowledge will be relevant.
  - (e) 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 same time, be given the opportunity to explain his/her behavior or actions. Provided, however, that in situations where drug testing is recommended, the employee shall be allowed to make such explanation to the Director of Public Safety in person and further allowed to commit said explanation to written form, prior to the conducting of such test. The employee shall have the right to union representation. The employee shall not have a right to refuse to submit to the test.
  - (f) 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 employee's statement, if any, shall be reduced to writing, and a copy given to the employee.
  
3. Release from Duty. Any time an employee has been ordered to submit to a test based on reasonable suspicion, the employee will not drive a vehicle or perform any duty or function as a department employee, unless so authorized by the Director of Public Safety or the designee. The employee will be compensated according to his/her collective bargaining agreement for all time spent in the testing process. Wherever



possible, such testing process will be conducted during the employee's scheduled on-duty time.

4. Laboratory Tests. Arrangements will be made to transport the person taking the test to the hospital, medical office, clinic, or independent laboratory to perform the test. A proper chain of custody will be maintained on all test samples.

In the case of urine testing for illegal use, the laboratory used must be certified by the National Institute on Drug Abuse (NIDA) or C.O.L.E.S. The initial screening test will be conducted using the "EMIT" test. No disciplinary action shall be taken based on the initial screen test but, rather, may only be taken after a confirmation or follow up test has been administered. Confirmation or follow up tests will be conducted using the Gas Chromatograph/Mass Spectrometer. The sample will be retained (frozen) for up to one year for the purpose of further confirmation tests.

"Decision" levels are set sufficiently high enough so as 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) would 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	1,000 ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine metabolites	Benzoylcegonine	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 above the "cut off" level but below the "decision" level, the test results will be reported as "negative."

Upon completion of all testing, the employee shall be notified of the results of the testing as soon as is practical after the City receives such notification. If the results are negative, all records and reports concerning the test will be destroyed. If the results of confirmation testing are positive, the results will be reported to the Director of Public Safety.

5. Disciplinary Action

Grounds for Immediate Discharge. Employees will be subject to immediate discharge for the first offense in any of the following circumstances:

- (a) Refusal to take a requested urine and/or blood (breath) test, including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
- (b) Drinking alcoholic beverages during working hours, or within four (4) hours of any scheduled assignments.
- (c) Having a blood alcohol content of .04% or more during working hours, based on the test result and application of the recognized .015% per hour blood alcohol dissipation rate.
- (d) Working or reporting for work when ability to perform is impaired by drugs. A positive drug test when confirmed by evidence of impairment during working hours, shall conclusively establish impairment.
- (e) Possession, concealment, unlawful manufacture, distribution, dispensation, or sale of alcoholic beverages or prohibited drugs while on duty or on the City's premises.
- (f) Conviction of any criminal drug statute.
- (g) Violation of Rehabilitation and Last Chance Agreement. Depending upon the circumstances involved, including, but not limited to, the employee's work record, whether illegal drugs or other illegal activity took place, and any other relevant factors, the City will allow the offending employee's employment to continue pending successful completion of a rehabilitation program pursuant to an unpaid leave of absence. In such a case, the City may also require that any return to work by the offending employee will be based upon a "last chance" agreement containing provisions different from those contained in this document or any other City drug/alcohol abuse policy, procedure or work rule. After returning to work, the last chance agreement will provide that any failure for a subsequent drug/alcohol test will result in discharge.

6. Confidentiality. All testing records, records indicating reasonable suspicion of employee substance abuse, or records relating to rehabilitation or "last chance" agreements, and any other record concerning individual employee substance abuse, will be considered strictly confidential and will be available only to those person(s) involved in decisions concerning the affected employee.

7. The City recognizes that drug and alcohol abuse are treatable illnesses, and that the proper response to these illnesses is education, treatment and rehabilitation, not punishment.



8. No Waiver of Legal Rights. The parties agree that this program shall not diminish the rights of individual employees under State and Federal laws relating to drug testing.
9. Prior to accepting an assignment in the "drug-unit," and/or upon completion of an assignment in the "drug-unit," an officer will take a drug test.
10. Refusal by an employee to take a drug test, pursuant to paragraph (9) above, shall subject the employee to immediate termination.

## APPENDIX C

### EMPLOYEES HIRED PRIOR TO JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, active employees for an employee and the employee's spouse if married at time of departure, and who leaves City of Marshall employment

- ◆ with 25 or more years service
- ◆ at age 50 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 changes for City of Marshall non-union, full time, active employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse, then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. 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 and the City of Marshall will provide supplemental coverage only.

### EMPLOYEES HIRED AFTER JULY 15, 1986

The City of Marshall will make available health insurance at the same level as provided for City of Marshall non-union, full time, active employees for an employee and the employee's spouse if married at time of departure, who leaves the City of Marshall per the following schedule:

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



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 changes for City of Marshall non-union, full time, active employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse, then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. 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 and the City of Marshall will provide supplemental coverage only.

### **EMPLOYEES HIRED AFTER JULY 1, 1996**

The City of Marshall may make available health insurance at the same level as provided for City of Marshall non-union, full time, active employees for a retiree and the retiree's spouse if married at time of retirement, providing the retiree remits, in advance, the entire monthly health insurance premium to the Finance Department on a monthly basis. **To be eligible for this provision the retiree must, at time of departure, be eligible to immediately begin receiving the MERS pension payment.**

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse, then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. 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 and the City of Marshall will provide supplemental coverage only.

# City of Marshall

123 West Michigan Avenue • Marshall, MI 49068 • Phone (616) 781-5183 • FAX (616) 781-3835



Marshall Town Hall ca. 1857

## LETTER OF UNDERSTANDING

This letter of Understanding is entered into between Police Officers Labor Council, Patrol Officer's Division, and the City of Marshall to clarify health insurance in retirement for Scott McDonald, hired 8-21-1994, Debra Stebbleton, hired 1-15-1995 and Lee Friend, hired 7-10-1995.

These Patrol Officers shall be eligible for health insurance in retirement as outlined in Appendix C of the labor agreement between the City of Marshall and the Police Officers Labor Council, Patrol Officer's Division at age fifty (50) without attaining twenty five (25) years of service. For purposes of this LETTER OF UNDERSTANDING, the named employees shall be treated as having been hired prior to July 1, 1986.

To be eligible for this provision the above mentioned Patrol Officers, at the time of departure from City of Marshall employment, must be eligible to immediately begin receiving the Municipal Employees' Retirement System (MERS) pension payment.

Police Officers Labor Council,  
Patrol Officer's Division

Dated 6-21-96

BY: [Signature]

ITS: [Signature]

City of Marshall

Dated June 21, 1996

BY: [Signature]  
Maurice S. Evans

ITS: City Manager



NATIONAL HISTORIC LANDMARK DISTRICT