

# **AGREEMENT**

CITY OF MARSHALL

and

LOCAL 1929, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC

July 1, 2011—June 30, 2016

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## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the CITY OF MARSHALL, Calhoun County, Michigan, hereinafter referred to as the "CITY", and LOCAL 1929, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC, 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 Employer's success in establishing a proper service to the community.

### **ARTICLE 2 RECOGNITION, AGENCY SHOP & DUES**

**SECTION 1:** The City recognizes the Union as the exclusive bargaining agent for all full-time employees of the City of Marshall Fire Department, but excluding the Director of Public Safety and Deputy Fire Chief.

#### **SECTION 2:**

- (a) It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union, and who do not become and remain members of the Union and pay its uniform dues, fees and assessments shall alternatively pay bargaining service fee hereinafter referred to as agency shop service fee a fair share for representation as annually certified by the Union.
- (b) The City hereby agrees to deduct from the pay of each unit employee covered by this Agreement, current union membership dues and/or the amount certified pursuant to (a) above; provided and only provided, that at the time of any such deduction there is in the possession of the City a written assignment executed by the employees authorizing such deductions by the City.

- (c) At the discretion of the employee, written assignments executed by the employees authorizing deductions under (b) above, shall be revocable with thirty (30) calendar day written notice.
- (d) The Union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization, or by reason of the employer's compliance with the provisions of this article.
- (e) The City will deduct authorized current deductions from the pay of the unit employees from the first two (2) pay periods of the month. The initial deduction from the pay of an employee signing a new authorization shall be from the first pay period of the month following the date of employee's authorization.
- (f) All sums deducted shall be remitted to the financial secretary of the local union not later than the first day of the calendar month following the month in which such deductions are made.

The same is to be allotted and distributed by the Union in accordance with the Constitution, By-laws and Regulations of the Union. On the request of the City, the financial secretary of the local Union shall furnish the City a receipt for all dues received.

### **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 inconsistent with this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing 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 (excluding fire fighter or related duties), 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 days consistent with this Agreement.
- (g) It is further agreed that in emergency situations, the Employer 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 unless otherwise limited in this Agreement. If there is a disagreement with the wage rates assigned to a new position, the wage rates will be negotiated.
- (j) To establish work schedules consistent with this Agreement.
- (k) To discipline and discharge employees for just cause.
- (l) 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 may be addressed by the employees through Step 2 only of the grievance procedure and that the decision of the City Manager shall be binding and permanent.
- (m) To transfer, promote and demote employees from one classification or shift to another.
- (n) To select employees for promotion as specified in Article 12 or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

**SECTION 2:** It is agreed that for the life of this Agreement there shall be no strike, slowdown or other interference with the Employer's operation. Employees who instigate or participate in a strike, slowdown or other interference with the Employer's operation will be disciplined or discharged at the sole discretion of the Employer.

**SECTION 3:** The City and the Union recognize their obligations to cooperate in seeking a reasonable accommodation for those employees and/or applicants who have a disability that limits their ability to perform the essential functions of their job.

#### **ARTICLE 4 SENIORITY**

**SECTION 1:** A new, permanent, full-time employee shall have a probationary period for the first twelve (12) months of employment. At the conclusion of the 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 the twelve (12) month probationary period without recourse to the grievance procedure.

**SECTION 2:** The City shall furnish the Union with an up-to-date copy of the seniority list annually.

**SECTION 3:** Seniority shall begin at the end of the employee's probationary period but shall revert back to date of hire and shall be broken for the reasons set forth below.

- (a) The employee 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 Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- (b) The employee falsifies reasons for a leave of absence, missing shifts or makes false statements on the employee's employment application.
- (c) An employee is on layoff for a period of two (2) years or the length of the employee's seniority, whichever is less.
- (d) The employee retires.
- (e) The employee is discharged for cause.

- (f) The employee is off work for one year for any reason not duty related.
- (g) The employee resigns or quits.
- (h) The employee is discharged and not reinstated through the grievance procedure.
- (i) The employee is convicted of a felony, a misdemeanor involving moral turpitude or O.U.I.L. (Decision to be entirely at the Employer's discretion).

## **ARTICLE 5 WAGES AND HOURS**

**SECTION 1:** Work scheduling shall be determined by management in conjunction with employee in-put.

- (a) All employees covered by the parties' collective bargaining agreement shall be paid their applicable regular biweekly salary as set forth under Section 2 below regardless of the number of hours actually worked in the payroll period. 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.
- (b) The regular bi-weekly salary as set forth under Section 2 below shall be treated as covering straight time pay for all regular scheduled duty days pursuant to the average 56-hour duty week platoon schedules.
- (c) If at the end of the 28-day work period the employee, solely by virtue of having worked the regularly scheduled duty days, has actually worked regularly scheduled work hours in excess of 212, the employee shall receive an extra half-time pay for each regularly scheduled work hour in excess of 212 so worked.
- (d) In the event an employee is called back to work overtime on a non-scheduled work day for reasons other than a fire or other emergency, the employee shall be paid at the rate of time-and-one-half with a minimum of two hours of such callback pay. Such overtime callback pay shall be paid regardless of whether the employee actually worked more than 212 hours in the 28-day work period.
- (e) In the event an employee stays over and works overtime beyond the scheduled work hours, the employee shall be paid at the rate of time-and-one-half with a minimum of one hour of such stayover pay. Such overtime stayover pay shall be paid regardless of whether the employee actually worked more than 212 hours in the 28-day work period.

(f) In the event an employee is called in to work overtime at a fire or other emergency, the employee shall be paid at the rate of time-and-one-half with a minimum of one hour of such emergency call-back pay, and thereafter to the next nearest quarter hour increment. Such emergency callback overtime pay shall be paid regardless of whether the employee actually worked more than 212 hours in the 28-day work period.

(g) For purposes of applying the half-time or time-and-one-half rates of pay indicated above, the following formula shall be utilized to determine the employee's hourly rate of pay:

(Employee's current hourly figure + half-pay figure + the applicable longevity pay.)

For purposes of applying this formula, the hourly figures are set forth in Section 2 under the bi-weekly salary figures.

The longevity pay shall be based on the employee's length of service in accordance with Article 12 Section 1, and for all employees, the longevity pay shall be increased as of July 1 of each year which will apply the following November.

(h) 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). ETO can only be "banked" and used in 12 hour increments (12, 24, 36). The scheduling of ETO time off shall be arranged in advance by the employee and granted according to the rules for scheduling and granting vacation (Article 6: section 4).

ETO may be accumulated to a maximum of ninety-six (96) hours and be carried from one fiscal year to the next. However, in June of each year, employees have the option to request to be paid for part or all of the unused ETO. Payment will be made on the first pay period in July at the rate of pay in effect as of June 30 of that year.



**SECTION 2:**

		<b>LIEUTENANTS</b>					
		<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
<b>2011 – 2012</b>							
Biweekly		1466.97	1537.83	1611.00	1694.63	1777.10	1881.63
Hourly		12.76	13.37	14.01	14.74	15.45	16.36
<b>2012 – 2013</b>							
Biweekly		1481.64	1553.21	1627.11	1711.58	1794.87	1900.45
Hourly		12.88	13.51	14.15	14.88	15.61	16.53
<b>2013 – 2014</b>							
Biweekly		1496.46	1568.74	1643.38	1728.70	1812.82	1919.45
Hourly		13.01	13.64	14.29	15.03	15.76	16.69
<b>2014 – 2015</b>							
Biweekly		1511.42	1584.43	1659.81	1745.99	1830.95	1938.64
Hourly		13.14	13.78	14.43	15.18	15.92	16.86
<b>2015 – 2016</b>							
Biweekly		1526.53	1600.27	1676.41	1763.45	1849.26	1958.03
Hourly		13.27	13.92	14.58	15.33	16.08	17.03

		<b>ASSISTANT CHIEFS</b>					
		<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
<b>2011 –</b>							
<b>2012</b>							
Biweekly		1,6912.16	1,693.47	1,777.10	1,881.63	1,961.77	2,060.50
Hourly		14.02	14.73	15.45	16.36	17.06	17.92
<b>2012 –</b>							
<b>2013</b>							
Biweekly		1,628.25	1,710.40	1,794.87	1,900.45	1,981.39	2,081.11
Hourly		14.16	14.87	15.61	16.53	17.23	18.10
<b>2013 –</b>							
<b>2014</b>							
Biweekly		1,644.56	1,727.50	1,812.82	1,919.45	2,001.20	2,101.92
Hourly		14.30	15.02	15.76	16.69	17.40	18.28
<b>2014 –</b>							
<b>2015</b>							
Biweekly		1,661.01	1,744.78	1,830.95	1,938.64	2,021.21	2,122.94
Hourly		14.44	15.17	15.92	16.86	17.58	18.46
<b>2015 –</b>							
<b>2016</b>							
Biweekly		1,677.62	1,762.23	1,849.26	1,958.03	2,041.42	2,144.17
Hourly		14.59	15.32	16.08	17.03	17.75	18.64

Biweekly wage is based on 56 hour duty week with 53 hours straight time and 3 hours overtime at time and one-half the regular hourly rate.

- (a) Advances from step to step will be made annually on the employee's anniversary date upon recommendation of the Director of Public Safety. Any step not recommended by the Director of Public Safety will be reviewed in six (6) months.

**SECTION 3:**

(a) In lieu of Holidays, each employee covered by this Agreement shall receive payment as specified below. These checks shall be written separately from the regular payroll checks.

- (1) \$492.91 - first pay, December 2011  
\$491.91 - first pay, June 2012
- (2) \$497.84 - first pay, December 2012  
\$497.84 - first pay, June 2013
- (3) \$502.82 - first pay, December 2013  
\$502.82 - first pay, June 2014
- (4) \$507.85 - first pay, December 2014  
\$507.85 - first pay, June 2015
- (5) \$512.93 - first pay, December 2015  
\$512.93 - first pay, June 2016

In addition to the above mentioned Holiday pay, each employee will receive and must take off their Birthday and Anniversary date of hire. These two holidays may be taken at any time in the calendar year with the approval of the employee's supervisor and cannot be carried forward. Should more than one employee request the same day, seniority shall prevail. In the event the employee uses the birthday or anniversary holiday before the actual date of either and terminates employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

- (b) City shall provide maintenance and cleaning of the uniforms required by the City.
- (c) During each year of this contract, the City shall contribute toward the purchase of one pair of safety footwear (as determined by the City) for each employee. The shoe shall have a smooth black toe and shall be one of the following:
  - (1) Oxford style
  - (2) 4" three-eyelet style
  - (3) Wellington style; or
  - (4) Side zipper style

The City will reimburse up to \$85.00 per fiscal year for a pair of safety footwear. If no reimbursement is given during the fiscal year, the reimbursement amount may be carried over to the next fiscal year, doubling the amount for reimbursement. Under no situation would the reimbursement be greater than two times the per fiscal year amount.

If an employee leaves employment of the City within 12 months of the purchase, the employee will reimburse the City according to the following schedule:

- (1) Any annual reimbursement for safety footwear will be prorated on a monthly basis.
  - (2) Any biennial reimbursement for safety footwear will be prorated on a monthly basis for any amount reimbursed exceeding the \$85.00 per fiscal year allowance.
- (d) Each employee covered by this agreement shall receive a food allowance as specified below. The food allowance will be pro-rated for extended absences from work such as worker's compensation, FMLA, military leave or an approved leave of absence without pay.
- (1) \$353.42 - second pay in December, 2011  
\$353.42 - last pay in June, 2012
  - (2) \$356.95 - second pay in December, 2012  
\$356.95 - last pay in June, 2013
  - (3) \$360.52 - second pay in December, 2013  
\$360.52 - last pay in June, 2014
  - (4) \$364.13 - second pay in December, 2014  
\$364.13 - last pay in June, 2015
  - (5) \$367.77 - second pay in December, 2015  
\$367.77 - last pay in June, 2016

**SECTION 4:** The City will pay for any approved training, seminars or courses. These courses must be approved by the Director of Public Safety.

**SECTION 5:** An employee who retires, is laid off, dies, becomes disabled or resigns with two weeks notice in good standing, shall be entitled to receive accrued but unpaid vacation and all wages earned for all hours worked prior to separation. An employee who dies, becomes disabled or retires shall be entitled to pro-rated holiday pay and longevity pay.

**ARTICLE 6  
VACATION PAY**

**SECTION 1:** Employees, as of their anniversary date of employment, who have completed one or more years of continuous service with the City since their last hiring date shall receive vacation pay and vacation time off in accordance with the following schedule:

(a)	1 through 4 years	144 hours
(b)	5 through 9 years	192 hours
(c)	10 through 14 years	240 hours
(d)	15 through 19 years	288 hours
(e)	20 through 24 years	312 hours
(f)	25 years and over	336 hours

**SECTION 2:** In the event of a death of an employee, vacation pay due shall be paid to the legal heirs.

**SECTION 3:** Vacation pay shall be computed on the employee's step and pay range at the time vacation is taken.

**SECTION 4:** The use of vacation and personal leave time shall be governed by the following:

- (a) A vacation schedule will be established each year between December 1 and December 15 by seniority. Any change after December 15, shall be on a first come first serve basis, as described in Section (c). Vacation shall be taken in not less than 12 hour increments which may be taken during the first half or last half of the shift. Under special circumstances, such as attending school, employees may take vacation in shorter increments if it does not cause overtime, and prior approval is obtained from the Director of Public Safety.
- (b) Only one employee per shift will be granted vacation or personal leave time during the same period, seniority prevailing.
- (c) Vacation or personal leave time requests shall be submitted to the Director of Public Safety or designee at least (9) nine City business days in advance of the time requested. The Director of Public Safety or the designee will answer the request within two (2) City business days or the request will be considered approved.
- (d) Use of vacation and personal leave time shall be granted on a first come-first serve basis, with the employee who submits the first request being entitled to the days off over an employee submitting a later request. In the event two or more

employees submit, on the same day, a request to use vacation or personal leave time on the same day(s), the employee having the greatest seniority shall be given preference.

- (e) The member of a three (3) person shift with least seniority (swing person) may be required to change shifts to cover an absence within a two (2) person shift.
- (f) All employees are to use vacation or personal leave days within the anniversary year in which they were earned. Only under extreme circumstances will an employee be permitted to carry over unused vacation or personal leave days.

## **ARTICLE 7 BEREAVEMENT LEAVE**

**SECTION 1:** An employee will be granted up to 3 successive calendar days off with pay to attend a funeral for the death of a member of the immediate family. The 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

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. It will be charged vacation or personal time or, if neither is available, to accumulated sick leave. If the employee does not have any vacation, personal leave, or sick leave remaining; the time off will be unpaid.

One day will be granted for the death of an aunt, uncle, cousin, niece or nephew, and will be charged to vacation or personal time or, if neither is available, to accumulated sick leave. For funerals other than for family members, an employee, at the discretion of the Director, can receive time off to be charged up to 4 hours from vacation or personal time or, if neither is available, to accumulated sick leave. Anything beyond 4 hours must come from vacation or personal time.

**SECTION 2:** To qualify for bereavement pay an employee must attend the funeral and may not be on a leave of absence or layoff.

## **ARTICLE 8 JURY DUTY**

**SECTION 1:** The City will pay the difference between the amount received from the court for jury duty and the employee's normal salary. This section shall be applicable only to full-time employees called for jury duty who are not excused by the court.

## **ARTICLE 9 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) Employees hired prior to July 1, 2008, 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 Family Continuation Rider is in effect.

Employees hired on or after July 1, 2008 the employee shall contribute 100% of the premium for the Family Continuation Rider to be deducted from the employee's pay each pay period for as long as the Family Continuation Rider is in effect.

- (b) Employees hired prior to July 1, 2011, the employee will pay ten percent (10%) of the health insurance premium charged to the City. 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, the employee will pay twenty percent (20%) of the health insurance premium charged to the City. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only cafeteria plan.

- (c) Effective July 1, 2011 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 name brand prescription. The generic drug must be purchased unless none is available or for other documented medical reasons or the employee will 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 equivalent.

- (d) The City agrees that, if during the term of this agreement it desires to change health insurance coverage or carriers, it will meet and commence bargaining with the Union not less than thirty (30) days prior to the proposed implementation of any changes.
- (e) If an employee elects to waive his/her enrollment in the City's group health insurance plan, said employee shall receive forty percent (40%) of the Community Blue PPO premium level that applies to the employee (single/two person/family) paid monthly.

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

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

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

**SECTION 2:** A regular, full-time employee, upon completion of the probationary period, shall be entitled to group life insurance in the amount of \$15,000 with double indemnity.

**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. The City agrees that, if during the term of this agreement it desires to change dental insurance coverage or carriers, it will meet and commence bargaining with the Union not less than thirty (30) days prior to the proposed implementation of any changes.

**SECTION 4:** 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.

During Open Enrollment, employees may elect a \$300 per fiscal year reimbursement in lieu of VSP-12 optical insurance.

- (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. For payment 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 of service 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 5:** The City of Marshall, in accordance with state law, provides Worker's Compensation for any employee who is injured in the course of employment. If the employee desires, the City will make up the difference between the allowance under the Workers' Compensation law and the employee's regular wage. Said difference will be deducted from the employee's sick leave in not less than four hour increments for each day paid until sick leave is depleted. In no event shall combined payments be more than the employee's regular wage.

**SECTION 6:** The employment of any employee who is off work for any reason (other than duty related) for 1 year will automatically terminate. An employee's benefits will continue to accrue during this 1 year period except that an employee will not accrue vacation or sick leave benefits while on worker's compensation. An employee on sick leave of absence or off work due to a compensable injury shall have all the insurance paid for one (1) calendar year while on leave by the City.

## **ARTICLE 10 LAYOFF AND RECALL**

**SECTION 1:** In the event it becomes necessary to lay off employees due to lack of work or funds, they will be laid off in accordance with seniority starting with the employee with the least seniority. New employees shall not be hired until all eligible laid-off employees have been recalled. The return to work shall follow the seniority list in reverse order.

**SECTION 2:** Recall shall be by registered letter. The president of the Union shall be notified of all recalls. If an employee does not report for work within seven (7) calendar days after notice of such recall, the employee's name shall be removed from the seniority list.

**ARTICLE 11  
LEAVE OF ABSENCE**

**SECTION 1: 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](mailto: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 can not perform. If you fail to provide the medical certification form to the City within 15 days, your request for FMLA leave may be denied. We will notify you if your certification is deficient, explain why it is deficient, and require you to cure the deficiency.

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

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

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

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

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

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

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

## 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.

**SECTION 2:** A Leave of absence without pay may be granted at the discretion of the Director of Public Safety and the City Manager. A written request must be provided by the employee at least 2 weeks preceding the date of leave. Under extraordinary

circumstances, this 2 week notice may be waived. Leave without pay will only be considered after all accumulated vacation and personal leave days have been used. Leave will be granted only in the case of extreme emergency and only if the employee can be spared from his/her position without causing economic or work-related difficulty to the City.

Seniority and fringe benefits shall be frozen as of the start of such leave and will resume upon return to regular work duties

### **SECTION 3: MILITARY LEAVE**

- (a) Regular full time employees who enter or who are activated into military service by draft or enlistment will be granted a leave of absence without pay for the period of service required by the inductions.
  - (1) During military leave of absence, the employee may arrange for continuation of health, dental and life insurance at the employee's expense.
  - (2) Upon honorable separation, the employee shall be reinstated to the former position or one comparable to it, providing formal application for reinstatement has been made by the employee within 90 days after the date of the military service discharge, and providing the City still has such a position available.
  
- (b) Reservists and National Guardsman will be granted leave for "summer" training purposes for periods up to 2 calendar weeks in any calendar year. Employees excused for this 2 week period will be reimbursed by the City for the difference between Military pay received for this service and the employee's regular wage, excluding overtime. Such leave will be granted provided:
  - (1) The employee requests, in writing, military leave and reimbursement for same
  - (2) The request is endorsed by the Director of Public Safety and the City Manager
  - (3) That acceptable evidence confirming that the service was performed and the amount of military pay received for the period requested is presented to the City.

### **SECTION 4: SICK LEAVE**

An employee earns sick leave after one full month of employment.

- (a) Sick leave shall be accrued at the rate of 24 hours per month not to exceed 1,440 hours.

- (b) The employee is expected to report the need for sick leave to the immediate supervisor. The report should be made prior to the beginning of the work day.
- (c) The sick leave allowance will be reduced 1 hour for each hour of approved absence due to the employee's illness, doctor/dentist appointment or accident. The same reduction will apply in the event of absence because of illness, doctor/dentist appointment to a member of the employee's immediate family. For purposes of this Section immediate family shall be defined as the employee's spouse and children who live in the employee's home. Exceptions may be granted by the City Manager.
- (d) Accrual of sick leave will not be interrupted while an employee is on sick leave.
- (e) Medical certification may be required for each absence due to illness.
- (f) An employee may request a medical leave of absence without pay once sick leave benefits have been exhausted. A leave of absence without pay is explained in Section 2 above.
- (g) Sick leave may accumulate to a maximum of 1,440 hours. Upon retirement or death of an employee hired prior to July 1, 2005, an employee or the employee's beneficiary may receive 50% of the accumulated sick leave in pay. Upon retirement or death of an employee hired on or after July 1, 2005, an employee or the employee's beneficiary may receive 25% of the accumulated sick leave in pay.
- (h) If, after 10 years of full time employment, an employee voluntarily leaves, quits, or resigns while in good standing and with proper notice, and not as a result of discharge or discipline, said employee shall be paid 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

- (i) An employee who is terminated by the City of Marshall for misconduct shall not receive payment for accumulated sick leave.

**SECTION 5: PERSONAL LEAVE**

An employee is entitled to twenty-four (24) personal leave hours per quarter after reaching 1,200 accumulated sick leave hours and maintaining that accumulation or a higher amount for each quarter thereafter. A maximum of 96 hours may be accumulated.

- (a) An employee who is terminated by the City of Marshall for misconduct shall not receive payment for accumulated personal leave.

**ARTICLE 12  
LONGEVITY PAY PROGRAM**

**SECTION 1:** All employees covered by this Agreement having completed five (5) or more years of continuous service shall be eligible to receive longevity pay. Longevity pay shall be based upon the length of service each employee has accumulated as of November 1 each year. The payment shall be made once per year on the first payday in December as follows:

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

The longevity payment caps at \$1500.00 upon fifteen (15) years of continuous service. An employee whose December, 2001 longevity payment was greater than \$1500.00 shall continue to receive the December, 2001 amount for the duration of this contract.

## **ARTICLE 13 GENERAL**

**SECTION 1:** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

**SECTION 2:** If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Articles or Section.

**SECTION 3:** The Union shall furnish the City with a list of Union officers, bargaining committee persons and other Union representatives, including terms of office. When any changes occur in the list of authorized representatives, the City shall be notified within a reasonable period of time.

**SECTION 4:** The City shall provide required uniforms.

**SECTION 5:** The Director of Public Safety, or a duly appointed representative of the Director, shall make an effort to contact all off-duty fire personnel for all non-emergency work or any other extra work before any part-time employees are called for such work, in the following manner:

- (a) Phone calls will be made first to the homes of all off-duty full-time personnel following the overtime list.
- (b) If not enough personnel are immediately available then each off-duty full-time employee will be advised over the radio to call the fire station within three minutes. If the employee does not respond within the three minute period, the next person shall be called.
- (c) Overtime will be divided as equally as possible among full-time firefighters. Each time a new overtime list is created, or when two or more employees are tied for the next offering, the overtime assignment will be based on seniority.

**SECTION 6:** In the event that all Command Officers (Director of Public Safety, Deputy Fire Chief, Assistant Chief), are absent from a shift for any of the following reasons:

- (a) Sickness
- (b) Vacation
- (c) No Command Officer assigned to the shift or
- (d) Being out of the City of Marshall limits for more than two hours during the shift

then, the senior Lieutenant on duty that day shall be paid Command Pay. Command Pay shall be the same as Assistant Chief pay in the same Pay-Step as that of the Lieutenant.

- (1) All fire apparatus will be driven by full-time personnel of the Fire Department unless there is no full-time firefighter reasonably available. This is for all fire runs and does not mean certain part-paid employees cannot be trained to drive and operate the trucks.

**SECTION 7:** Assistant Fire Chiefs shall be in charge of all operations of the respective shifts. They shall act in behalf of the Deputy Fire Chief and the Director of Public Safety in their absence.

**SECTION 8: RESIDENCY**

An employee must reside within twenty (20) miles of the city limits of the City of Marshall (or the distance authorized by state law). All new hires shall make residency within this boundary prior to the expiration of the twelve month probationary period. Failure to reside within these boundaries may result in discipline up to and including discharge.

**ARTICLE 14  
PROMOTIONS**

**SECTION 1:** Promotion(s) within the bargaining unit shall be made on the basis of ability to perform the job. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The employer shall not be obligated to consider a request from an employee who has not submitted a request in writing.

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

**SECTION 3:** Promotions(s) will be determined by following the Fire Department Promotional Policy as presented in Appendix B.

**ARTICLE 15  
PENSION**

**SECTION 1:** Full time City of Marshall fire 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 for the coverage are available in the MERS handbook and in the provisions of the statute. The provisions of this section are guidelines only and are intended to merely memorialize some of the substantive provisions of the Retirement System available to fire employees. These provisions include:

Member Contribution	10.39% of gross pay
Interest rate on contribution	fluctuates per MERS
Vesting	10 years
Final Average Compensation	FAC 3, highest 36 consecutive months
Benefit Program	3% of all credited service
Retirement Age	F/50
Service	25 years credited service

**SECTION 2:** Health insurance for retirees is explained in Appendix D.

**SECTION 3: HEALTH CARE SAVINGS PROGRAM**

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

- (a) **Vacation Leave Contribution:** Two weeks prior to the date of termination, employees may choose to cash out all or any portion of eligible vacation leave. As of the date of termination however, 100% of the remaining, eligible vacation leave will be contributed to the MERS HCSP
  
- (b) **Sick Leave Contribution:** Two weeks prior to the date of termination, employees may choose to cash out all or any portion of eligible sick leave. As of the date of termination however, 100% of the remaining, eligible sick leave will be contributed to the MERS HCSP.
  
- (c) **Personal Leave Contribution:** Two weeks prior to the date of termination, employees may choose to cash out all or any portion of eligible personal



leave. As of the date of termination however, 100% of the remaining, eligible personal leave will be contributed to the MERS HCSP.

- (d) **Post-Tax Employee Contributions:** Employees can make Post-Tax voluntary contributions to the MERS HCSP. Post-Tax contribution will be made through payroll deduction as allowed by the City of Marshall.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

**SECTION 1:** A grievance is hereby defined to be any dispute or controversy between the parties of this Agreement involving the terms of the contract and/or its application.

**SECTION 2:** The time elements in the steps can be shortened or extended by mutual agreement and such agreements shall be in writing and signed by both parties.

**SECTION 3:** Any employee grievance or Union grievance not presented for disposition through the grievance procedure in fifteen (15) calendar days of the occurrence, event or the condition giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim or in the case of a continuing circumstance which constitutes the subject matter of such grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

**SECTION 4: Release Time.** Release time shall be granted during working hours to process and investigate grievances and the Fire Station may be used for Union meetings with the understanding that the work of the Department shall not be disturbed.

**SECTION 5:** If called in, the committee persons will make a careful investigation of the grievance before it is reduced to the formality of a written complaint in order to ascertain that the grievance complaint is justified in the terms of this Agreement and that there are reasonable grounds to believe that the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understanding the issues involved, and it shall be free from charges or language not germane to the real issue or conducive to subsequent claim deliberation. The written grievance shall specifically cite the provisions of the contract which the grievant alleges are violated.

**SECTION 6:** It is the intent and desire of the City and Union that the investigation and discussion of grievances be conducted in a manner to minimize lost time. Whenever possible, grievances shall be handled during non-working hours. The committee persons or president shall not leave their work to investigate grievances or conduct Union business without receiving the prior approval of the Director of Public Safety and/or the designated representative. Such approval will not be arbitrarily withheld, but

may be denied if the absence of the committee or president would hamper the performance of their firefighter responsibilities.

**SECTION 7:** The grievance procedure shall be as follows:

**STEP 1:** Any employee having a grievance will take the matter up with the Director of Public Safety. The grievance shall be reduced to writing within fifteen (15) days on forms provided by the City, properly dated and signed by the employee and/or the committee person(s). The Director of Public Safety shall note on the grievance his/her disposition thereof. The written grievance so filed cannot be expanded or enlarged. The Director of Public Safety's answer shall be made within five (5) calendar days. If no answer is forthcoming, the grievance will be treated as denied and can automatically be moved to the next step. After receipt of the answer, if the Union fails to move the grievance to the next step within five (5) calendar days, the grievance will be considered withdrawn.

**STEP 2:** If the grievance is not settled in the preceding step, the written grievance shall be presented to the City Manager or to a designee named by the City Manager. The Grievant has the right to be represented by the Bargaining Committee or a Union representative. The meeting with the City Manager or designee shall be held within ten (10) calendar days after submission of the grievance to the City Manager. After the hearing, the Manager or designee shall have five (5) calendar days to submit an answer. If no answer is received within the time limit set forth above, the grievance will be treated as denied and the Union may submit the grievance to the American Arbitration Association within fifteen (15) calendar days of the Manager or designee's decision. The Manager's or the designee's last answer shall be considered final unless arbitration is requested within fifteen (15) calendar days after the Manager's or the designee's decision.

- (a) The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs or change existing job content, or to establish work standards.
- (b) The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of the provisions of this Agreement, and shall be without power and authority to make any decision (1) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- (c) The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration; any grievance not submitted within such period shall be deemed

resolved on the basis of the last answer given by the party against which the grievance is brought.

- (d) The arbitrator's decision shall be final and binding on the Union, all employees covered by the Agreement and on the City.
- (e) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- (f) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them.

**SECTION 8:** The Union is entitled to a bargaining committee of three (3) persons and may call in representatives at any stage of the grievance procedures.

**SECTION 9: Discipline - Discharge.**

When the City determines disciplinary action is warranted (limited to suspension, discharge, demotion or loss of pay), such action must be initiated within five (5) calendar days from the date of the occurrence of the condition causing the action, or within fifteen (15) calendar days from the date that the Director of Public Safety became aware of the condition giving rise to the discipline.

Written notification of disciplinary action shall be sent to the employee and the Union. The employee shall have the right to Union representation at any time.

**ARTICLE 17  
PERSONNEL POLICIES**

**SECTION 1:** 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 18  
GENDER**

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

**ARTICLE 19  
VALID DRIVER'S LICENSE**

**SECTION 1:** All employees covered by this Agreement 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 20  
MISCELLANEOUS**

**SECTION 1: WAIVER**

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 understanding and agreement arrived by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

**SECTION 2: BULLETIN BOARDS**

The City will provide a bulletin board which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of election.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) The City reserves the right to remove inappropriate materials which shall be subject to the grievance procedure.
- (f) Professional matters

**SECTION 3: DRUG/ALCOHOL TESTING** The Drug/Alcohol testing policy attached as Appendix "C" is incorporated in this Agreement in its entirety.

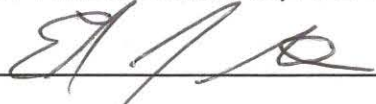
**ARTICLE 21  
DURATION**

This Agreement shall become effective on **July 1, 2011** and shall remain in full force and effect until **June 30, 2016**. The Agreement shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing one hundred twenty (120) days prior to its anniversary date.

**ARTICLE 22**


In the event that statutory changes are affected by either the State or Federal Government so as to reduce the number of hours an employee of the unit may work at regular pay, then either party may request negotiations and the parties will negotiate toward an equitable solution to any problem received. These negotiations shall be construed to be negotiations concerning a permissive subject of bargaining.

**LOCAL 1929, INTERNATIONAL  
ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO, CLC**

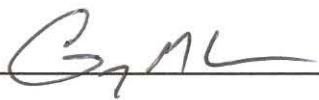
  
\_\_\_\_\_  
Ed J. Costine, President L1929

Date: 6-17-11

**CITY OF MARSHALL, MICHIGAN**

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

Date: 6/17/11

  
\_\_\_\_\_  
Greg McComb, Vice President L1929

Date: 6-17-11

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

Date: 6-17-11

**APPENDIX A  
FORTY HOUR WORK WEEK**

In the event it is determined that a **FORTY HOUR WORK WEEK** would be in the best interests of both the City and those employees covered by this AGREEMENT contract modifications/provisions will be negotiated.

**APPENDIX B  
PROMOTIONAL PROCEDURE**

Effective Date: August 5, 1993

1. When it has been deemed by the City of Marshall that an opening of a higher rank exists within the fire department, the opening shall be posted on the department bulletin board for a period of five (5) working days. During this period, qualified firefighters may apply to the Director of Public Safety to compete for said opening.
2. The following criteria is established for promotional purposes.
  - A. Assistant Fire Chief
    - (1) Must be employed by the City of Marshall for a minimum of four (4) years as a firefighter or higher and have a total of eight (8) years experience as a firefighter, except as specified in Section IX of this policy.
  - B. Command rank above Assistant Fire Chief but not including Fire Chief/Director of Public Safety.
    - (1) Must be employed by the City of Marshall for a minimum of six (6) years as a firefighter or higher and have a total of eight (8) years experience as a firefighter, except as specified in Section IX of this policy.
      - (a) Command rank above Assistant Fire Chief shall not be a member of a bargaining unit.
3. A written test authorized by the Director of Public Safety shall be administered.
  - A. A score of 70% shall be considered passing.
  - B. The written test shall provide 50 points of the total aggregate score.
4. An external oral board shall be conducted for candidates who have successfully completed the written examination.
  - A. The oral board shall be selected by the Director of Public Safety and shall consist of the following:

- (1) Two (2) firefighters from a department other than the City of Marshall with a rank equal to or higher than the position being tested for.
- (2) One (1) civilian representing the interests of the community.
- (3) One (1) citizen representing a supervisor or management interest.

B. The external oral board shall provide 30 points of the total aggregate score.

5. The candidate's current performance evaluation shall provide 10 points of the total aggregate score.
6. Seniority shall provide one (1) point for each year of service as a firefighter with the City of Marshall to a maximum of ten (10) points.
7. The successful promotional candidate shall be on probation for seven (7) months after appointment. During this period if it is determined that he/she is not able to satisfactorily perform the duties required by the position, the Director of Public Safety, at his option, may extend the length of probation up to ninety (90) days or return the employee to his/her previous permanent job classification.
8. The Director of Public Safety shall select the candidate from the top two successful total scores for each position to be filled. In the case of two promotions the Director may select from the top four successful scores, etc.
9. If there are no current Marshall firefighters who have qualified for promotion or not enough in the case of multiple promotions, the City shall have the option of hiring a qualified candidate from outside of the department.



## APPENDIX C 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, the Director of Public Safety may be approached 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, this 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 designee. The employee will be compensated according to the 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 MLEOTC. The initial screening test will be conducted using the "EM1T" 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 n g/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	Benzoyl ecgonine	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, during breaks, or lunch, or between shifts prior to scheduled assignments or assignments where an employee has notification that call-in may occur.
- (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.

## **APPENDIX D**

### **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, employees for the employee, the employee's spouse (must be married at time of the employee's departure) and for the employee's dependents, (must be dependent at the time of employee's departure) and who leaves City of Marshall employment

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

The retiree will be required to make the same copayments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage 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 and/or dependent(s), 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 continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, employees for the employee, the employee's spouse (must be married at time of the employee's departure) and for the employee's dependents (must be dependent at the time of employee's departure) and who leaves City of Marshall employment per the following schedule:

AGE	SERVICE	% OF ANNUAL PREMIUM <sup>1</sup>	
		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, 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 and/or dependent(s), 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, employees for a retiree and the retiree's spouse (must be married at time of retirement), and for the retiree's dependents, (must be dependent at the time of employee's departure) 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 and/or dependent(s), 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.

<sup>1</sup> Employees hired after July 15, 1986 and before July 1, 1996 and who retire from the City of Marshall after April 1, 2003, will be required to make the same premium contribution as active non-union employees or the percent listed in this chart which ever is greater.

# City of Marshall

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



## LETTER OF UNDERSTANDING

This letter of Understanding is entered into between Local 1929, International Association of Fire Fighters, AFL-CIO, CLC and the City of Marshall to clarify health insurance in retirement for Rob McCain, hired 1-23-1995 and Jeff Rhodes, hired 6-13-1995. The following clause is extracted from Article XIV of the July 1, 1993 - June 30, 1996 AGREEMENT between the parties shall apply only to Mr. McCain and /or Mr. Rhodes.

*SECTION 2: The City shall continue to provide to each Fire Department retiree, at no expense to the Fire Department retiree, the same level of Health Insurance coverage (including spouse and dependent coverage) currently given to Fire Department retirees. Said coverage shall continue until the retiree's death or the death of his/her designated pension beneficiary, whichever occurs later. When a fire Department retiree becomes Medicare eligible, the City will provide supplemental Medicare coverage only. If, at any time during this Agreement, the City alters the health insurance coverage for non Fire Department retirees, the coverage provided hereunder will be automatically changed accordingly.*

To be eligible for this provision Mr. McCain and/or Mr. Rhodes, 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.

Local 1929

Dated June 26, 1996

BY: Robert C. Hesslering  
ITS: PRES. LOCAL 1929

City of Marshall

Dated 6-26-96

BY: Sue Kelly-Heard CLK-TREAS  
Maurice S. Evans

ITS: City Manager



NATIONAL HISTORIC LANDMARK DISTRICT

# City of Marshall

323 West Michigan Avenue • Marshall, MI 49068-1578 • Phone (616) 781-5183 • FAX (616) 781-3835



Marshall Town Hall ca: 1857

## LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between Local 1929, International Association of Firefighters AFL-CIO, CLC and the City of Marshall to provide for a possible change in the employee contribution of 10.39% for the pension benefit specified in Article 15 of this contract.

If, during this collective bargaining agreement (July 1, 2002-June 30, 2005), an employee group is formed that includes the members of this bargaining unit with a Municipal Employee's Retirement Benefit of

Vesting	10 years
Final Average Compensation Benefit Program	3 (highest 36 consecutive months)
Retirement Age	3% of all credited service
Service	F/50
	25 years credited service

and an employee contribution of less than 10.39% the members of this bargaining unit shall contribute the lower amount beginning the first full pay after the first of the month following City Council's approval of the benefit.

LOCAL 1929

Dated 06-07-02

By: Robert E. Heissling  
ITS: President Local 1929

CITY OF MARSHALL

Dated 6-7-02

By: Gail Budrow-Bradstreet  
ITS: Finance Director/Clerk-Treasurer





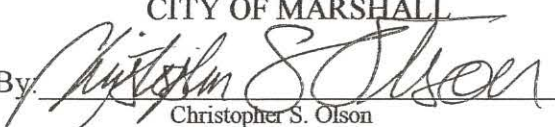
LETTER OF UNDERSTANDING


This letter of Understanding is entered into between local 1929, International Association of Fire Fighters, AFL-CIO, CLC (Union) and the City of Marshall (City) in regards to a member of the Union transferring to a non-union position.

WHEREAS, Bob Kiessling is the only employee who has bid for Deputy Chief's position. With only one applicant, the City and the Union agree to waive Appendix B, #3(A),(B), #4 (A)(1),(2),(3),(B),(#5),(#6),(#8),(#9) Promotional Procedures and the City will subsequently offer the position to Mr. Kiessling.

WHEREAS, the position of Deputy Fire Chief is excluded from the Union, as per the Bargaining Agreement, However, Mr. Kiessling shall continue to accumulate bargaining unit seniority for the first seven months as Deputy Fire Chief. In the event that Mr. Kiessling is either voluntarily or involuntarily returned to the bargaining unit within the first seven months, he shall be returned to the former classification and/or position with seniority. When the bargaining unit member is promoted from the active list to Assistant Chief as a result of Mr. Kiessling's transfer out of the bargaining unit, he will be returned to his former classification/position if Mr. Kiessling returns to the bargaining unit during said seven months per the Union Agreement under Appendix B, #7.

WHEREAS, the Deputy Fire Chief position will remain in the same MERS division as all other full-time Fire employees.

CITY OF MARSHALL  
By:   
Christopher S. Olson  
Its: City Manager  
Date: 2-4-08

LOCAL 1929  
By:  Ed Costine  
Its: President  
Date 2-4-08