

# AGREEMENT

*between*

*The City of Marshall*

*and*

*Police Officer Labor Council  
Dispatch Dispatch/Meter*

*Marshall, City of*

July 1, 1996 - June 30, 1999

**TABLE OF CONTENTS**

Agreement ..... Page 1

Article 1 - Purpose and Intent ..... Page 1

Article 2 - Recognition - Employees Covered ..... Page 1

Article 3 - Management Rights ..... Page 1

Article 4 - Union Checkoff ..... Page 3

Article 5 - Representation Fee ..... Page 4

Article 6 - Public Security ..... Page 4

Article 7 - Probation ..... Page 4

Article 8 - Seniority ..... Page 5

Article 9 - Layoff and Recall ..... Page 6

Article 10 - Working Hours ..... Page 6

Article 11 - Vacation Leave ..... Page 8

Article 12 - Sick Leave ..... Page 9

Article 13 - Holidays ..... Page 10

Article 14 - Insurance ..... Page 10

Article 15 - Other Leave ..... Page 11

Article 16 - Promotions ..... Page 13

Article 17 - Disciplinary Action ..... Page 13

Article 18 - Transfers ..... Page 14

Article 19 - Wage Classification ..... Page 14

Article 20 - Longevity Pay Program ..... Page 14

Article 21 - Miscellaneous ..... Page 15

Article 22 - Grievance Procedure ..... Page 17

Article 23 - Personnel Policies ..... Page 18

Article 24 - Valid Driver's License ..... Page 18

Article 25 - Agreement, Ratification,  
Termination and Modification ..... Page 19

Appendix A - Wages ..... Page 20

Appendix B - Drug/Alcohol Testing Policy ..... Page 21

Appendix C ..... Page 25

## AGREEMENT

THIS AGREEMENT is entered into between the CITY OF MARSHALL, Michigan, hereinafter referred to as the "City", and the POLICE OFFICERS LABOR COUNCIL, Dispatchers, Dispatcher/Meter Enforcement Division, 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 the job security of the employees depend upon the City's success in establishing a proper service to the community.

### ARTICLE 2 RECOGNITION - EMPLOYEES COVERED

Section 1: The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees of the Police Department of the City of Marshall whose positions are classified as Dispatcher and Dispatcher/Meter Enforcement, excluding all other employees in this Department and the City.

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

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

### ARTICLE 3 MANAGEMENT RIGHTS

Section 1: The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter and General Ordinances of the City of Marshall and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished by or are consistent with this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operations.
- (b) To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- (c) To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities consistent with this Agreement.
- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size consistent with this Agreement.
- (f) To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day consistent with this Agreement.
- (g) It is further agreed that in emergency situations, the City shall have the discretion of employing or authorizing any person or persons to perform any duty, task or assignment normally delegated to employees covered under the terms of this Agreement in order to effectively cope with such an emergency situation.
- (h) To direct the work force, assign work, and determine the number of employees assigned to operations.
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification.
- (j) To determine cleanup times, the starting and quitting time and the number of hours to be worked. Employees shall be allowed a one-half ( $\frac{1}{2}$ ) hour lunch period taken in a manner that does not interrupt the performance of duties or services by the employees.
- (k) To establish work schedules consistent with this Agreement.
- (l) To discipline and discharge employees for just cause.
- (m) To adopt, revise and enforce working rules and regulations and carry out cost and general improvement programs. It is understood that the reasonableness of any change in existing

working rules and regulations shall be grievable by the employees through Step 2 only of the grievance procedure and that the decision of the City Manager shall be binding and permanent.

- (n) To transfer, promote and demote employees from one classification, department or shift to another.
- (o) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

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

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

- (a) The Union shall obtain from each of its members a completed Checkoff Authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- (b) Checkoff Authorization forms shall be filed with the Finance Department who may return any incomplete or incorrectly completed form to the Union's treasurer, and no checkoff shall be made until such deficiency is corrected.
- (c) The City shall check off only obligations which come due at the time of checkoff, will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- (d) The City's remittance will be deemed correct if the Union does not give notice, in writing, to the Finance Department within two (2) weeks after a remittance is sent of its belief, with reasons stated therefor, that the remittance is incorrect.
- (e) Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Finance Department, and the amount owing the Union shall reflect accordingly with the next payment from the employee and dues to the Union.
- (f) The Union shall provide at least thirty (30) days written notice to the Finance Department of the amount of Union dues to be deducted from the wages of City employees as in accordance with this section. Any change in the amounts determined will also be provided to the Finance Department at least thirty (30) days prior to its implementation.

- (g) The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

## **ARTICLE 5 REPRESENTATION FEE**

Section 1: All employees in this bargaining unit shall, as a condition of continued employment, pay a "representation fee" to the Union. For purposes of this Article "representation fee" shall include only those costs which are actually incurred by the Union for contract negotiations and grievance adjustment for this bargaining unit only. The Union shall annually certify to the employer and the employees the amount which fairly represents the employee's pro rata share of those costs.

## **ARTICLE 6 PUBLIC SECURITY**

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

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

## **ARTICLE 7 PROBATION**

Section 1: All new, permanent, full-time employees 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.

## **ARTICLE 8 SENIORITY**

Section 1: Seniority shall be defined as a permanent, full-time employee's length of continuous service with the City since the last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City, since which the employee has not quit, retired, been transferred outside the bargaining unit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs for lack of work or funds, except as hereinafter provided.

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

Section 3: An employee shall lose status as an employee and seniority shall be terminated if the employee:

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



- (g) Subsections (d) and (f) shall be subject to the grievance procedure

## **ARTICLE 9 LAYOFF AND RECALL**

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

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

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

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

## **ARTICLE 10 WORKING HOURS**

Section 1: Work Day and Hours

- (a) Employees covered by this Agreement shall be required to be on duty a minimum of eight (8) consecutive hours during each scheduled duty day, excepting as excused by the City, and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, excepting as excused by the City.
- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly.

Section 2: Scheduling. A schedule shall be posted once every three (3) months to determine the normal work days and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. The schedule shall include ten (10) days of work with four (4) days off during a two-week pay period, and not less than two (2) consecutive days off at a time. Normally, the schedule will consist of five (5) consecutive days of work with two (2) consecutive days off.

Changes may be made in the posted shift schedule by the Director of Public Safety as may be required to meet the needs of the department; however, the City will not change any employee's assignment in order to avoid the payment of overtime, for the purposes of reprimand or Union activity, unless requested by the employee. NOTE: The changing of schedules to avoid the paying of overtime shall not include the following:

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

Section 2A: Other adjustments will not be made without a forty-eight (48) hour notice to the employee involved except that the schedule of the Dispatch/Meter person may be changed on shorter notice in the event of sickness, funeral or other unexpected changes for which the City has less than forty-eight (48) hours notice.

Section 2B: An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Director of Public Safety no less than seven (7) days prior to the implementation of the posted schedule. The Director may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature, not to exceed thirty (30) days. Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary, the employee shall work such reasonable overtime hours as may be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Director of Public Safety or City Manager. Any shift scheduled to start before midnight is considered to be the shift for that day in which the shift begins.

Section 3: An employee shall receive overtime pay at the rate of one-and-one-half (1 ½) times the normal base hourly rate under the following conditions:

- (a) Daily - all work performed in excess of eight (8) consecutive regular hours in any twenty-four (24) hour period except at times of shift change.
- (b) Periodically - all work performed in excess of forty (40) hours in any five (5) consecutive day work week except at times of shift change.

- (c) Opportunities to work overtime, if available in the City's discretion, shall be distributed as equally as possible among the employees, provided the employees are fully qualified to perform the work required. An initial list, on the basis of seniority, shall be compiled for the purposes of offering available overtime. If overtime is performed by or is offered to the first on the list and refused, said employee will be credited with the opportunity for overtime and be placed on the bottom of the list. Available overtime shall be offered to all full-time employees capable of performing said overtime before any part-time employee is offered said overtime.

Section 4: Any employee who completes the assigned shift and is released from duty shall receive, if called back to duty, a minimum of two (2) hours pay for duty at the rate of time- and- one-half (1 ½). Call back shall include, but not be limited to, court appearance.

## ARTICLE 11 VACATION LEAVE

Section 1: Sufficient advance notice of not less than forty five (45) days shall be given the Director of Public Safety to allow for development of vacation schedules and to arrange working schedules accordingly.

Section 2: All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits, with pay, within the limits prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until twelve (12) months of service have been completed, at which time the earned vacation will be credited. An employee leaving the department for any reason may receive vacation pay pro rata rounded to the nearest full day.

Section 3: Vacation shall be accumulated on a pro rata, monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one calendar year shall be taken in the following calendar year. Employees shall be eligible for annual vacation as follows:

### Years of Service

1 year through 4 years	10 days
5 years through 9 years	17 days
10 years through 14 years	19 days
15 years	22 days
16 years	22 days
17 years	22 days
18 years	22 days
19 years	22 days
20 years	22 days
21 years	30 days

Section 4: Scheduling of Vacation. Vacation schedules shall be determined on a first come, first served basis. In the event of a vacation leave scheduling conflict, , the employee with the greatest seniority shall be given preference, provided the vacation requests are submitted during the same work day in accordance with Section 1. No more than one (1) employee may be scheduled for vacation leave at one time. Any employee who requests vacation of one (1) week or more duration will be entitled to priority over any prior vacation request of less than one (1) week.

Section 5: The amount of vacation leave charged to an employee during leave shall be equal to the number of regularly scheduled days that would otherwise have been worked during the absence on such leave. Vacation shall be charged against an employee in not less than one work day unit.

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

## ARTICLE 12 SICK LEAVE

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

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

Section 3: All regular full-time employees covered hereby shall earn sick leave after one full month of employment. Sick leave shall be accrued at the rate of one day per month. Sick leave credit cannot be earned during a leave of absence without pay. . Sick leave shall be computed from the first full working day of the employee.

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

Section 5: Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year to a total of not more than one hundred twenty (120) days.

Section 6: Upon termination of employment by reason of death or retirement, accumulated sick leave will be paid at the current pay rate to the beneficiary of the employee or the employee for one-half (½) of the sick leave so accumulated.

Section 7: If, after ten (10) years of employment in good standing, an employee voluntarily leaves, quits or resigns employment with the City while in good standing and with proper notice and not as a result of discharge or discipline, said employee shall be paid the equivalent of 25% (1/4) of the accumulated sick leave.

## ARTICLE 13 HOLIDAYS

Section 1: The following are designated as holidays:

New Year's Day	Labor Day	Employee's Birthday
President's Day	Thanksgiving Day	Employee's Anniversary
Good Friday	Day following Thanksgiving	Date of hire
Memorial Day	<del>XXXXXX</del> Christmas Day	
July 4th		

Section 2: In the event that one of the aforesaid holidays should fall on an employee's regularly scheduled day of work, then such employee shall receive another day off instead.

- (a) The employee's regular day's pay shall be paid at the next bi-weekly pay period unless a day off in lieu of pay is selected.

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

## ARTICLE 14 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 that provided in the previous agreement. Coverage shall include the \$5.00 Preferred Rx prescription program, 90/10 copay and \$100 single/\$200 full family major medical deductible.

- (a) Effective July 1, 1996 and for the duration of this Agreement, the employee and employer shall each contribute 50% of the premium for the FAC Rider to be deducted from the employee's pay each pay period for as long as the FAC Rider is in effect.

Section 2: The City currently provides a regular, full-time employee not more than \$200.00 per fiscal year (July 1-June 30) for actual expenses incurred by the employee or the employee's dependents for eye examinations and/or corrective lenses. For payment to be considered the employee must show proof to the City Manager's office that optical services were received.

Section 3: The City agrees to continue dental insurance coverage substantively similar to that provided per the current agreement. Should the City wish, during the life of this Agreement, to change carriers, it may do so after consultation with the Union. The City agrees that a new carrier should provide the same overall coverage as presently exists, except by mutual agreement of the parties.

Section 4: 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: An employee injured on the job and receiving Workmen's Compensation shall receive supplemental pay from the City for a period up to one (1) year from the time the Workmen's Compensation payments begin. In no event shall combined payments be more than the employee's normal regular weekly salary.

(a) All payments received during the last six (6) months of the above one (1) year period shall be calculated to relate to the employee's sick leave with the deduction being made from the employee's accumulated sick leave. In the event the employee has insufficient sick leave to cover this period of time, the above supplemental pay shall stop at the expiration of the available sick leave to be used for this purpose.

Section 4: An employee on sick leave of absence or off work due to a compensable injury shall have all insurance paid for one (1) year duration while on leave by the City.

Section 5: 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.

Section 6: The City shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees in this bargaining unit from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

## **ARTICLE 15 OTHER LEAVE**

Section 1: An employee may be granted up to a maximum of 3 days off with pay to attend the funeral of a member of the employee's immediate family. Immediate family shall include: spouse, child, step-child, father, mother, grandfather, grandmother, grandchild, sister, brother, father-in-law, mother-in-law, stepfather and stepmother. The City is to be notified immediately of a death in the family and the extent of the expected absence.

(a) In the event it is necessary to take additional days for an employee's spouse or child, such additional days shall be charged to vacation or personal time or, if neither is available, to the employee's accumulated sick leave.

Section 2: Personal Leave. An employee is entitled to one (1) personal leave day per calendar quarter after reaching and maintaining sixty (60) days of accumulated sick leave and maintaining that accumulation or a higher amount for each quarter thereafter. An employee may not accumulate more than four (4) such personal leave days per year. .

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

Section 3: Military Leave.

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

Section 4: Family and Medical Leave.

The City of Marshall has endorsed the Family and Medical Leave Act. Accordingly, it is the policy of the city of Marshall to allow up to 12 work weeks (60 work days) of leave per year to all employees who have completed at least 12 months of service and who have worked more than 1,250 hours during the previous 12 month period. Such leave will be available to an employee who suffers from a serious health condition that requires either in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

(a.) Maternity or Adoption leave

An employee shall be entitled to a parental leave of 12 work weeks during the first year after birth or adoption of a child. This parental leave will be charged first to accumulated and earned sick leave and if this is not sufficient, leave will be charged to accumulated personal and/or vacation time. If accumulated time is exhausted, the employee may continue parental leave without pay. The employee's position with the City will be available upon the employee's return.

(b.) Family Leave.

An employee may be granted up to 12 work weeks of leave during any 12 month period in order to care for his or her spouse, son, daughter, or parent who suffers from a serious health condition.

In order to be entitled to family, maternity, adoption, or personal medical leave, an employee will be required to present a medical certification from a health care provider which contains the following information:

1. The day on which the serious health condition commenced.
2. The probable duration of the condition.
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

The City may require that the employee obtain a second opinion from a second health care provider at the expense and request of the City.

(c.) Coordination of Other Leave.

As part of the family or medical leave, the employee must first utilize any accrued sick leave, vacation leave and/or personal leave. Thereafter, if such paid leave has been exhausted, the remainder of the leave shall be unpaid.

## **ARTICLE 16 PROMOTIONS**

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

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

## **ARTICLE 17 DISCIPLINARY ACTION**

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

Section 2: In the event the employee believes that the discipline is not just, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Director or the Director's designee within five (5) days after such discipline. In the event of discipline, the employee involved shall be provided, by the City at the time of disciplinary action, a complete statement of the charges, the violations enumerated and a brief and concise statement of why this action is being taken. The employee shall have the



opportunity to meet with the Union representative at the time the notice of upcoming disciplinary action is received, and the Union representative shall be present if so requested by the employee at the time of the disciplinary action. An employee who receives disciplinary action which the employee believes to be without just cause shall have the opportunity to file a grievance at the Step 2 level.

Section 3: In the event it should be decided, under the grievance procedure, that the employee was unjustly disciplined, the City shall reinstate the employee. Full compensation, partial or no compensation may be decided under the grievance procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline less any compensation received by the employee during the period of time off work due to discipline.

## **ARTICLE 18 TRANSFERS**

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

## **ARTICLE 19 WAGE CLASSIFICATION**

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

## **ARTICLE 20 LONGEVITY PAY PROGRAM**

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

## ARTICLE 21 MISCELLANEOUS

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

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

Section 3:     Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, unless mutually agreed, and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4:     Uniforms.

- (a)     Dispatcher: The City shall furnish three (3) summer and three (3) winter shirts/blouses and two (2) pair of pants. The Dispatchers shall clean these uniforms at their expense.
- (b)     Meter Enforcement: The City shall furnish three (3) summer and three (3) winter shirts/blouses, two (2) pair of pants, hat and a summer and a winter coat. In addition, the City shall arrange for a place that the Meter Officer may take the uniforms for cleaning at the expense of the City.
- (c)     The uniforms will be replaced only with the approval of the Director.
- (d)     The City will make its washer and dryer available to the employees to clean their uniforms.
- (e)     The City shall contribute a maximum of Fifty-Five and No/100 (\$55.00) Dollars for a pair of shoes, for the Meter Officer, each year of this Agreement.

Section 5: Save Harmless Clause. Should any provision or section or portion of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion.

Section 6: Conformance with State or Federal Law. If State or Federal law is amended on a mandatory basis that would affect any provisions in this Agreement, the Agreement shall be automatically amended to conform with the law on the effective date of such law.

Section 7: Bulletin Boards. The City will select and erect a bulletin board within the Police Department. The City will pay all costs for the purchase and erection of the bulletin board. The Union, exclusively, will maintain and monitor a locked, glass enclosed Union bulletin board, to be furnished by the City and placed in the Squad Room, exclusively for Union members. The material posted on said board shall be reviewed by Union representatives within the units (all labor council units within the City). The City reserves the right to remove offensive material which shall be subject to the grievance procedure.

Section 8: Personnel Files. Union members' personnel files shall be kept under the jurisdiction of the Director of Human Resources. The City will allow only authorized personnel to read, view, have a copy of or in any way peruse in whole, or in part, a Union member's personnel file or any document which may become a part of his or her file. A member of the Union may view own personnel file as to its total content, except the background investigation report, upon written request to the City's Director of Human Resources. The City agrees not to divulge the contents of the employee's file without written release from the employee concerned.

Section 9: Pension. Employees are required to participate in the Municipal Employees Retirement System (MERS) program B-1, FAC 5, F-55 -25 (with a waiver of reduction in retirement benefits) as these programs were set forth in the MERS Handbook on November 1, 1992. Employees will contribute 4% of their annual gross wages to the retirement fund.

- (a) Effective June 1, 1999 the B-1 shall change to a B-3 and the employee's contribution will increase to the amount specified per an actuarial computation to be requested by the City of Marshall on behalf of the employees covered herein.

Section 10: Jury Duty. If an employee is called upon for jury service during the regularly scheduled work day, jury duty leave shall be granted. If not selected and/or is not sitting on a jury the employee shall return to and perform regularly scheduled work. If selected to serve, the employee shall be paid the difference between the regular base rate of pay and the jury duty pay. The City may request the court to excuse an employee from jury duty.

Section 11: Schools and Training. An employee who is required to attend an employment related school on a regularly scheduled work day will receive eight (8) hours pay. An employee who is required to attend a school on a non-work day shall be paid for the time spent in actual attendance.

Section 12: Drug/Alcohol Testing. The Drug/Alcohol testing policy attached as Appendix B is incorporated in this Agreement in its entirety.

Section 13: ADA. The City and the Union agree to cooperate in an attempt to find a reasonable accommodation in order to allow a disabled applicant or employee to perform the essential functions of his/her position.

## **ARTICLE 22 GRIEVANCE PROCEDURE**

Section 1: Definition of a Grievance. A grievance is defined as a claim reasonably and logically founded on a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be automatically denied as not constituting a valid grievance.

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

Any grievance so designated shall not be appealed to the next higher step, nor shall it be resubmitted as the designation of permanent means "not reviewable in any form whatsoever".

### Step 1.

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

### Step 2.

If the answer of the Director of Public Safety in Step 1 is not considered satisfactory by the employee, the employee's representative or the designee may, within three (3) days thereafter, present it to the City Manager. The City Manager may call a meeting at which any participant who has participated in a previous step may attend. The City Manager shall answer the grievance, in writing, no later than ten (10) days after it is presented .

Step 3.

If at this point the grievance has not been satisfactorily settled, the Union shall have the right to refer same to arbitration in accordance with the Voluntary Labor Arbitration Rules of the MERC then in effect, provided such referral is made within fifteen (15) calendar days after receipt by the Union of the City's Step 2 answer for such a grievance. If the grievance has not been submitted to arbitration within said seven (7) calendar day period, it shall be considered resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator to use own judgment to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the City and the Union.

Section 3: Rules of Grievance Processing.

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

**ARTICLE 23  
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 24  
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 for non medical reasons is subject to disciplinary action up to and including termination.

**ARTICLE 25**  
**AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION**

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

Section 2: This Agreement shall become effective July 1, 1996 and shall continue in full force and effect until June 30, 1999 at 12:00 midnight, and ~~for successive annual periods thereafter~~ unless, not more than ninety (90) nor less than sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification and such written notices shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

POLICE OFFICERS  
LABOR COUNCIL

CITY OF MARSHALL

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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\_\_\_\_\_  
  
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IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed this 11th day of Sept, 1996.

POLICE OFFICERS  
LABOR COUNCIL

CITY OF MARSHALL

*David K. ... Smith*

*Alice Kelly - Heart*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A  
WAGES**

**Section 1:** Listed below are the classifications and corresponding hourly rates and increases for each step increase agreed to by the parties in this Agreement.

**DISPATCHER**

	<u>Start</u>	<u>6 Months</u>	<u>One Year</u>	<u>Two Years</u>
Effective 7/1/1996	\$10.40	\$10.74	\$11.08	\$11.46
Effective 7/1/1997	\$10.82	\$11.17	\$11.52	\$11.92
Effective 7/1/1998	\$11.14	\$11.51	\$11.86	\$12.28

**DISPATCHER/ METER ENFORCEMENT**

	<u>Start</u>	<u>6 Months</u>	<u>One Year</u>	<u>Two Years</u>
Effective 7/1/1996	\$11.28	\$11.65	\$12.06	\$12.50
Effective 7/1/1997	\$11.74	\$12.11	\$12.55	\$13.00
Effective 7/1/1998	\$12.09	\$12.47	\$12.93	\$13.39

**Section 2:** Shift Differential. Dispatchers who bid to work an afternoon or split shift shall receive one percent (1%) differential for hours worked on afternoons. Dispatchers assigned to work midnight shift shall receive a two percent (2%) differential.



**APPENDIX B**  
**DRUG/ALCOHOL TESTING POLICY**

**Testing**

1. **Reasonable Suspicion.** Testing of bargaining unit members for the presence of controlled substances or illegal drugs must be based upon the reasonable suspicion that an employee has consumed controlled substances or illegal drugs. The test must be requested by the Director of Public Safety.
  
2. **Standard for Determining Reasonable Suspicion.**
  - (a) Reasonable suspicion shall be based upon specific objective facts and reasonable inferences drawn from those facts in light of experience and/or training.
  
  - (b) Where reasonable suspicion is based upon personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.
  
  - (c) When an informant has supplied information, the informant's veracity, reliability and basis of knowledge will be relevant. If the informant is a member of the department in a lower ranking position, he/she may approach the Director of Public Safety to provide such information, without regard to the normal chain of command.
  
  - (d) When another employee who is not a command officer has supplied information or has made a personal observation, his/her basis of knowledge will be relevant.
  
  - (e) The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at the time that demand for testing is made, and the employee shall, at that same time, be given the opportunity to explain his/her behavior or actions. Provided, however, that in situations where drug testing is recommended, the employee shall be allowed to make such explanation to the Director of Public Safety in person and further allowed to commit said explanation to written form, prior to the conducting of such test. The employee shall have the right to union representation. The employee shall not have a right to refuse to submit to the test.
  
  - (f) Within five (5) calendar days after the demand for testing, the facts forming the basis for reasonable suspicion and reasonable inferences drawn from those facts including employee's statement, if any, shall be reduced to writing, and a copy given to the employee.
  
3. **Release from Duty.** Any time an employee has been ordered to submit to a test based on reasonable suspicion, the employee will not drive a vehicle or perform any duty or function as a department employee, unless so authorized by the Director of Public Safety or the designee. The employee will be compensated according to his/her collective bargaining

agreement for all time spent in the testing process. Wherever possible, such testing process will be conducted during the employee's scheduled on-duty time.

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

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

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

NIDA-5 (screen and GC/MS confirmation)

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

If an EMIT test detects the presence of a drug above the "cut off" level but below the "decision" level, the test results will be reported as "negative."

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

## 5. Disciplinary Action

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

- (a) Refusal to take a requested urine and/or blood (breath) test, including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
  - (b) Drinking alcoholic beverages during working hours, during breaks, or lunch, or between shifts prior to scheduled assignments or assignments where an employee has notification he/she may be called in.
  - (c) Having a blood alcohol content of .04% or more during working hours, based on the test result and application of the recognized .015% per hour blood alcohol dissipation rate.
  - (d) Working or reporting for work when ability to perform is impaired by drugs. A positive drug test when confirmed by evidence of impairment during working hours, shall conclusively establish impairment.
  - (e) Possession, concealment, unlawful manufacture, distribution, dispensation, or sale of alcoholic beverages or prohibited drugs while on duty or on the City's premises.
  - (f) Conviction of any criminal drug statute.
  - (g) Violation of Rehabilitation and Last Chance Agreement. Depending upon the circumstances involved, including, but not limited to, the employee's work record, whether illegal drugs or other illegal activity took place, and any other relevant factors, the City will allow the offending employee's employment to continue pending successful completion of a rehabilitation program pursuant to an unpaid leave of absence. In such a case, the City may also require that any return to work by the offending employee will be based upon a "last chance" agreement containing provisions different from those contained in this document or any other City drug/alcohol abuse policy, procedure or work rule. After returning to work, the last chance agreement will provide that any failure for a subsequent drug/alcohol test will result in discharge.
6. Confidentiality. All testing records, records indicating reasonable suspicion of employee substance abuse, or records relating to rehabilitation or "last chance" agreements, and any other record concerning individual employee substance abuse, will be considered strictly confidential and will be available only to those person(s) involved in decisions concerning the affected employee.
7. The City recognizes that drug and alcohol abuse are treatable illnesses, and that the proper response to these illnesses is education, treatment and rehabilitation, not punishment.

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

## APPENDIX C

### EMPLOYEES HIRED PRIOR TO JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, 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	
		CITY	INDIVIDUAL
55	15	0	100
55	16	10	90
55	17	20	80
55	18	30	70
55	19	40	60
55	20	50	50
55	21	60	40
55	22	70	30
55	23	80	20
55	24	90	10
55	25	100	0

The retiree will be required to make the same copayments, deductibles, and premium contributions as 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.