

AGREEMENT

between the

City of Marshall

and

Teamsters Local 214,
General City Employees

Marshall, City of

July 1, 1996 - June 30, 2001

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City of Marshall and General City Employees
July 1, 1996 - June 30, 2001

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AGREEMENT

GENERAL CITY EMPLOYEES

This Agreement made and entered into this _____ day of _____, 1996, by and between the City of Marshall (hereinafter called the "City") and the Marshall General City Employees Association (hereinafter called the "Union").

ARTICLE 1 - RECOGNITION

The City hereby agrees to recognize Teamsters Local 214 as the exclusive collective bargaining representative, as defined in Act 379, State of Michigan Public Acts of 1965, as amended, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all full time employees employed by the City in the following described unit:

All full time Dial-A-Ride and Dispatch employees and full time maintenance/custodians at the Civic Center of the City of Marshall but excluding Supervisors, all clerical and confidential employees and all other employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: The City, on its own behalf and on behalf of its electors, hereby retains and serves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and 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 herein, are reserved to and remain vested in the City, including but not 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 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.

- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of work force and increase or decrease its size.
- 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.
- G. To permit municipal employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency.
- 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 the lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- K. To establish work schedules.
- L. To discipline and discharge employees for just cause.
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. To transfer, promote and demote employees from one classification, department or shift to another.
- O. To select employees for promotion and transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 3 - PUBLIC SECURITY

Section 1: The Employee recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Employee, therefore, agrees that there shall be no interruption of the services performed by employees covered by this agreement for any cause whatsoever, not 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 or actions by the Employee or its members shall be deemed a violation of this Agreement and shall automatically make this Agreement null and void. Any Employee who commits any of the acts shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE 4 - PROBATIONARY PERIOD

Probationary Period - All employees who have successfully completed a 12 month probationary period shall have seniority commencing on their last date of hire. There shall be no seniority among probationary employees. Employees hired on the same date shall be placed on the seniority list alphabetically according to their last names. During the probationary period, an employee may be laid off, disciplined or terminated in the sole discretion of the City without recourse and without regard to the provisions of this Agreement.

ARTICLE 5 - LAYOFF AND RECALL BY DEPARTMENT

Section 1: Layoff shall mean the separation of employees from the active work force due to lack of work or funds or the abolishment of positions because of changes in organization. Any decision to layoff or to reduce the size of the work force or reduce the work is in the City's absolute discretion.

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 beginning with the last employee laid off.

Section 3: Employees returning from layoff shall be given a maximum of five (5) working days to report back to work after notice has been sent by certified mail to their last known address on record with the City. If the employee does not return within this time period the employee's seniority will be immediately terminated and he/she will be recorded as having voluntarily quit employment with the City.

ARTICLE 6 - 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 unless excused by management and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, except as scheduled by management.
- B. Employees covered hereby shall receive an hourly wage for their work as defined in Article 12.

- C. Employees will be paid bi-weekly.

Determination of the starting time of daily, weekly and monthly work schedules shall be made by the City. When work schedules are developed, full time employees shall be given preference over part time employees. Should it be necessary in the interest of emergency or efficiency, the Employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Department Head or City Manager.

Section 2:

- A. Any employee who is authorized to work overtime will be paid at the rate of 1.5 times the base pay rate for every hour worked in excess of eight (8) in any one day or for forty (40) hours in any one week.
- B. For the purpose of computing overtime, all hours paid will be considered time worked.
- C. An employee who is released from work after completing the assigned shift and who is called back to work shall receive a minimum of two (2) hours pay. If the employee works more than two (2) hours, pay will be paid for time worked.
- D. Any employee required to work on a holiday recognized in the Agreement, shall receive two (2) times the hourly rate for the time worked on the holiday or the employee may bank the time in lieu of payment.
- E. Employees may elect to "bank" earned overtime in lieu of payment up to a maximum of forty (40) hours. Employees may utilize said banked time for time off by giving the Department Head not less than two (2) weeks written notice. The time off may be denied if the absence will, in the judgment of the Department Head, unduly disrupt the operations of the department. In the event of termination or layoff, the accumulated and unused banked time will be paid at the then current base rate of pay.

ARTICLE 7 - INSURANCE

Section 1: Health Insurance. The City shall, for the duration of this contract, continue to provide health, medical and hospitalization insurance to its regular full-time employees and the employee's dependents. Said coverage shall be substantially equivalent to 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 August 1, 1996 and for the duration of this Agreement, the employee and employer shall each contribute 50% of the premium cost 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.

- B. The employee's premium share will remain at the rate of FAC entry for as long as the FAC Rider is continuously in effect for that dependent.

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

Section 3: Optical. The City currently provides an employee not more than \$250.00 per fiscal year for optical services incurred by the employee or the employee's dependents. For payment to be considered the employee must show proof to the City Manager's office that optical services were received.

Section 4: Group Life Insurance. A regular full-time employee, upon completion of the probationary period, shall be entitled to group life insurance in the amount of \$15,000 with double indemnity.

Section 5: 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
- B. An employee on sick leave of absence or off work due to compensable injury shall have all insurance paid for one (1) year duration while on leave by the City.

ARTICLE 8 - FUNERAL LEAVE

Section 1: An employee will be paid up to a maximum of three (3) days for time actually missed from work in order to attend a funeral for the death of a member of the immediate family. For purposes of this Section, immediate family shall be defined as the employee's:

Spouse, child, step-child, mother, father, step-mother, step-father, sister, step-sister, brother, step-brother, 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, grandchild.

Section 2: If additional time off is needed beyond the days provided in Section 1, up to two (2) additional days may be taken. The fourth shall be sick leave and the fifth day vacation or personal time. If the employee has no vacation or personal time the absence will be charged to sick leave. If the employee does not have any vacation, personal leave, or sick leave remaining, the time off will be unpaid.

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

ARTICLE 9 - LEAVES OF ABSENCE

Section 1: Sick Leave: Shall be accumulated at a rate of one (1) day per month to a maximum of 120 days to be used for illness only . Upon retirement, an employee may receive one-half (½) of the accumulated sick leave in pay. If, after 10 years of employment, an employee voluntarily leaves, quits or resigns employment while in good standing, with proper notice (two weeks) 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.

Section 2: If the City, because of reasonable cause, has advised the employee, in writing, that future use of sick leave will require a doctor's certificate, then the employee must present a medical certificate attesting to the employee's physical inability to perform the required work. A certificate will be required for each absence regardless of duration.

Section 3: Personal Leave Days: An employee is entitled to one personal leave day per quarter after reaching 55 days of accumulated sick leave and maintaining that accumulation or a higher amount for each quarter thereafter. A maximum of four (4) personal days may be taken per year.

Section 4: Employee Medical Leave All employees who have completed at least twelve (12) months of service and who have worked more than one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period will be entitled to up to twelve (12) work weeks of leave per year. 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 up to twelve (12) work weeks during the first year after the birth or adoption of a child. This parental leave will be charged first to accumulated and earned sick leave and if the accumulated leave time is not sufficient, leave will be charged to accumulated personal

and/or unused 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 Medical Leave An Employee may be granted up to twelve (12) work weeks of leave during any twelve (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 a family, maternity, 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.
 4. 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 10 - HOLIDAYS

The following days shall be celebrated as paid holidays by all regular, full-time employees.

New Years Day	Thanksgiving Day
President's Day	Day following Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Employee's Anniversary Date of
Labor Day	Employment with City

ARTICLE 11 - VACATION

Section 1. Vacation Pay. Employees will receive vacation pay based on the regular pay classification immediately prior to the vacation period. Employees wishing to have vacation pay in advance of the regular payroll must have the department head submit a written request to the Finance Department two (2) weeks prior to the payroll date. Employees may receive vacation pay

in advance of the regular payroll date if the regular payroll date falls during the employee's vacation and such vacation is for two (2) weeks or longer.

Section 2: Vacation days will be earned in accordance with the schedule set forth below. Vacation time may be taken only in the year after the year in which it is earned. Vacation year shall be the same as seniority year.

<u>Seniority Required</u>	<u>Vacation Leave</u>
1 year through 4 years	10 days
5 years through 10 years	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years	25 days

Section 3: Vacation Schedule: Vacations may be taken only with the permission of the employee's department head. Not more than one employee shall be on vacation at the same time except at the discretion of the Department Head. Bargaining unit seniority will be the controlling factor in scheduling vacations. The vacation schedule will be established each year between December 1 and December 15 for the following year. During that time each employee will sign up for vacation. In case of conflicts, the employee with the most bargaining unit seniority will be given preference.

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

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

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

ARTICLE 12 - WAGE AND STEP INCREASE PROCEDURE

Section 1: The wages are set forth in Appendix A.

Section 2: Step Increase Procedure:

- A. An employee may receive a step increase every 12 months until reaching the top of the pay classification.
- B. Every employee will receive a 12 month review until reaching the top of the pay classification. Said review will be by the Department Head and shall be put in writing and submitted to the City Manager to be placed in the employee's personnel file.
- C. In order for a step increase to go into effect, it will require authorization in item (B) from the Department Head based upon the level of the employee's performance as reflected in the performance review.
- D. If an employee is turned down on three successive reviews for a step increase, he/she will appear before the City Manager and the Department Head for an executive hearing. Each time an employee is denied a step increase, the reasons for the denial will be put in writing and given to the employee and the steward. A copy will be placed in the employee's personnel file.
- E. If, six months after item (D) the employee is not recommended for a step increase, the final review of the Department Head will be submitted to the City Manager, and the City Manager may terminate the employee.
- F. Nothing in the above procedure prohibits an employee from meeting with the City Manager for a discussion of employment. However, such meeting should be requested through the employee's Department Head. The meeting will consist of the employee, the Department Head and the City Manager. A Department Head cannot refuse such a meeting but the scheduling of a time will be the responsibility of the Department Head and the City Manager. Such meetings may be requested at reasonable intervals only.

ARTICLE 13 - LONGEVITY PAY

Section 1: An employee who has completed five (5) continuous years of service with the City prior to November 1 of any year is eligible for longevity pay during that calendar year.

Section 2: Entitlement to longevity pay is based upon the number of complete years of service as of November 1 each year as follows:

5 years service	1% of yearly base wage
6 years service	1.2% of yearly base wage
7 years service	1.4% of yearly base wage
8 years service	1.6% of yearly base wage
9 years service	1.8% of yearly base wage

10 years service 2.0% of yearly base wage

Section 3: Every year thereafter shall increase at 0.2% per year until the maximum of 5.0% is reached at 25 years of continuous service. Longevity payments will be paid once each year in the first pay period of December.

ARTICLE 14 - PENSION

Full time City of Marshall employees (unless otherwise covered) are required to participate in the Municipal Employees Retirement System [MERS] established pursuant to Act 427 P.A. 1984 as amended. The precise details of the coverage are available in the MERS handbook and the provisions of the statute. The provisions of this section are guidelines only and are intended merely to memorialize some of the substantive provisions of the Retirement System available to employees. These provision include:

- A. Full retirement at 55 years of age with 25 years of service with a waiver of reduction benefits.
- B. Benefit Program B-1 (1.7% of employee's final average compensation) multiplied by years and months of credited service.
- C. FAC-5 - final average compensation is computed on the highest 60 consecutive months of earnings, divided by 5.
- D. Employee contribution - 4% of the employee's total, annual gross compensation.
- E. On or before January 15, 2001, the Union will request, in writing, that the City of Marshall request an actuarial computation to determine the employee's contribution change for either a B-2 or a B-3 benefit to be effective June 1, 2001. The City of Marshall and the Union will share, 50/50, the expense of a single actuarial computation.

ARTICLE 15 - DISCIPLINARY ACTION

Section 1: In the event an employee in the bargaining unit is disciplined and believes he/she has been unjustly disciplined, such discipline shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Department Head or 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 against him/her, 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 his/her representative at the time the notice of upcoming disciplinary action is received, and the representative shall be present if so requested by the employee at the time of the disciplinary action. An employee who receives disciplinary action which he/she believes to be without just cause shall have the opportunity to file a grievance at the Step 2 Level.

ARTICLE 16 - 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 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 verbally present said grievance to the Department Head 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 Department Head to discuss the grievance. If the issue is unresolved, the employee, on his/her own time, may contact the appropriate representative who, on his/her own time, shall reduce the grievance to writing (within the time limits set forth in step 1) on a form provided by the Union and present it according to all of the rules for grievance processing of this Article. Failure to comply with all of the requirements as set forth in the grievance procedure or with the rules for grievance processing shall be deemed to have been settled and shall not be appealed to the next higher step, nor shall it be resubmitted as the designation of settled means "not reviewable in any form whatsoever".

Step 1: If the Department Head's answer at the verbal level is not satisfactory to the grievant, the employee may within two (2) working days thereafter, present the written grievance to the Department Head or the designated representative who shall answer it in writing on the form submitted no more than two (2) working days later. The Department Head shall answer the grievance in writing not later than 5 working days after it has been presented .

Step 2: If the answer of the Department Head in Step 1 is not considered satisfactory by the employee, the employee may, within three (3) working days after receipt of the Department Head's written answer, present the grievance to the Director of Administrative Services. The Director may call a meeting at which any participant who has participated in a previous step may attend. The Director shall answer the grievance, in writing, no later than ten (10) working days after it has been presented.

Step 3: If the Answer of the Director of Administrative Services in Step 2 is not considered satisfactory to the employee, the employee may, within three (3) working days after receipt of the Director's answer, present the grievance to the City Manager. The City Manager may, within ten (10) days after the receipt of the grievance, call a meeting with the grievant and any other person the Manager deems appropriate,

for a review of the grievance. The Business Agent of the Union shall be entitled to attend such meeting. The City Manager shall answer the grievance no later than 10 days after the meeting is held or, if no meeting is held, within ten (10) days after the grievance was received by the City Manager.

Step 4: If the answer of the City Manager is not satisfactory to the employee, the employee may file a demand for arbitration with the Federal Mediation and Conciliation Service (FMCS). The demand must include the FMCS filing fee and be postmarked and mailed by first class mail, postage fully prepaid, no later than ten (10) days after receipt of the City Manager's Step 3 response. If the demand for arbitration is not postmarked and mailed on a timely basis, it shall be considered withdrawn and will be forever barred. The appointment of an Arbitrator and the conduct of the Arbitration shall be in accordance with the Voluntary Labor Arbitration rules then in effect for the FMCS.

Authority of Arbitrator:

The Arbitrator shall have no authority to add to, subtract from, delete, change, modify or amend any of the terms or provisions of this agreement, but shall be limited solely to the interpretation and application of the specific provisions hereof. However, nothing contained herein shall be construed to preclude the Arbitrator, in his/her own judgement, from sustaining, reversing or modifying any unjust discipline or discharge. The decision of the Arbitrator shall be final and binding upon the parties hereto. The fees and expenses 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/her 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 considered settled in accordance with the City's last disposition.

- F. A grievance not answered by the City within the time limit provided shall be automatically advanced to the next higher level.

ARTICLE 17 - ADA

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

ARTICLE 18 - MISCELLANEOUS

Section 1: Personnel Policies The policies contained in the City of Marshall Personnel Policy Manual shall apply to the employees covered by this Agreement except to the extent the policies are inconsistent with the terms of this Agreement.

Section 2: Subcontracting The City shall have the right to use outside contractors for the work which in its judgment, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on an economical basis.

Section 3: The City of Marshall's Drug/Alcohol testing policy attached as Appendix B is incorporated in this Agreement in its entirety.

Section 4: A one-half (1/2) hour unpaid lunch period shall be granted all employees.

ARTICLE 19 - VALID DRIVER'S LICENSE

Section 1: All DART employees are required to hold a valid, Michigan driver's license with a Commercial Driver's License (CDL) endorsement.

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

Section 2: The City of Marshall will reimburse the employee for fees paid to the State of Michigan for renewal of a CDL license.

- A. Any employee who fails to renew a CDL when required to do so is subject to disciplinary action up to and including termination.

- B. The City of Marshall will have no obligation to reimburse the employee for costs associated with CDL renewal for any tests the employee fails to pass.

Section 3: The City of Marshall will reimburse the employee for fees paid to the State of Michigan for first time acquisition of a CDL license if the employee's current position changes to

require a valid CDL license as a condition of his/her continued employment with the City.

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

ARTICLE 20 - UNIFORMS

Section 1: The City shall provide, at its expense, rental uniforms and uniform cleaning for custodial employees.

Section 2: The City shall contribute the following toward the purchase of steel toed work shoes.

July 1, 1996	\$62.00	July 1, 1999	\$64.00
July 1, 1997	\$62.00	July 1, 2000	\$66.00
July 1, 1998	\$64.00		

ARTICLE 21 - AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

This Agreement shall become effective July 1, 1996 and shall continue in full force and effect until June 30, 2001. This Agreement will extend for annual periods thereafter unless either party shall serve upon the other written notice that it desires termination, revision, or modification. Such written notice must be served not more than 150 days or less than 120 days prior to the end of its original term or the end of any annual period thereafter.

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

GENERAL CITY EMPLOYEES

CITY OF MARSHALL

Represented by:

Bruce Rashser, MAYOR

Maurice S. Evans, CITY MANAGER

Sue Kelly-Hecht, CLERK TREASURER

**APPENDIX A
WAGE AND STEP INCREASE PROCEDURE**

Section 1: Wages

CUSTODIAL

	<u>START</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
July 1, 1996	10.58	10.83	11.08	11.41
July 1, 1997	10.83	11.08	11.33	11.75
July 1, 1998	11.08	11.33	11.58	12.11
July 1, 1999	11.33	11.58	11.83	12.47
July 1, 2000	11.58	11.83	12.08	12.84

DIAL-A-RIDE AND DISPATCH

	<u>FULL TIME AFTER 7/1/96</u>				<u>FULL TIME</u>
	<u>START</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>PRIOR TO 7/1/96¹</u>
7/1/1996	8.75	9.00	9.25	9.50	\$10.71/hour, \$668.00
7/1/1997	9.03	9.28	9.53	9.78	\$10.71/hour, \$668.00
7/1/1998	9.33	9.58	9.83	10.08	\$10.71/hour, \$668.00
7/1/1999	9.63	9.88	10.13	10.38	\$10.71/hour, \$668.00
7/1/2000	9.96	10.21	10.46	10.71	\$10.71/hour, \$11.03/hour

Section 2: Step Increase Procedure

- A. An employee may receive a step increase every 12 months until reaching the top wage.
- B. An employee hired full time after July 1, 1996 who is required to work a split shift will receive a 15¢/hour premium for regular hours worked following a non-paid, scheduled break of 60 minutes or more.

¹

Full time employees prior to 7/1/1996 shall be paid \$10.71 per hour and will receive \$668.00 annually, to be paid in two lumps sums, \$334.00 on the last pay date of June and \$334.00 on the last pay date of December. Said payment to be made each June and December through June 30, 2000.

APPENDIX B
SUBSTANCE ABUSE AND
ALCOHOL/DRUG TESTING POLICY

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

SECTION 1: GENERAL PROVISIONS

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

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

SECTION 2: ALCOHOL/DRUG TESTING POLICY

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

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

SECTION 3: RELEASE FROM DUTY

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

SECTION 4: LABORATORY TEST

Arrangements will be made to transport the person taking the test to the hospital or independent laboratory to perform the test. A proper chain of custody in compliance with the United States Department of Transportation (DOT) Regulations will be maintained on all tests.

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

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

NIDA-5 (screen and GC/MS confirmation)

<u>Drug Group</u>	<u>Drug or Metabolite detected</u>	<u>Initial test level ng/ml</u>	<u>GC/MS confirmation</u>
Amphetamine	Amphetamine	1,000 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 equal to or above the confirmation level of the test result, the test will be considered as failed.

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

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

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

SECTION 5: REHABILITATION AND LAST CHANCE

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

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

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

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

APPENDIX C

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 dependent(s), (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, 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 dependent(s) (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 dependent(s), (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.