

# AGREEMENT

*between*

*The City of Marshall*

*and*

*Teamsters Local 214, Department of Public Services  
Public Works Division*

*Marshall, City of*

*July 1, 1997 - June 30, 2000*

## Table of Contents

Agreement . . . . .	Page 1
Article 1: Purpose and Intent . . . . .	Page 1
Article 2: Recognition . . . . .	Page 1
Article 3: Management Rights . . . . .	Page 1
Article 4: Agency Shop - Dues Check-off . . . . .	Page 2
Article 5: Union Representation/activities . . . . .	Page 3
Article 6: Grievance and Arbitration Procedure . . . . .	Page 4
Article 7: Strikes and Lockouts . . . . .	Page 5
Article 8: Seniority . . . . .	Page 5
Article 9: Layoff and Recall . . . . .	Page 6
Article 10: Job Vacancies/promotions . . . . .	Page 6
Article 11: Transfers from the Bargaining Unit . . . . .	Page 7
Article 12: Rates for New Jobs . . . . .	Page 7
Article 13: Union Bulletin Boards . . . . .	Page 7
Article 14: Holidays . . . . .	Page 8
Article 15: Vacations . . . . .	Page 9
Article 16: Leaves of Absence . . . . .	Page 10
Article 17: Funeral Leave . . . . .	Page 11
Article 18: Maternity Leave . . . . .	Page 12
Article 19: Medical Certification . . . . .	Page 12
Article 20: Jury Duty Leave . . . . .	Page 12
Article 21: Work Week . . . . .	Page 12
Article 22: Overtime . . . . .	Page 12

Article 23: Shift Premium . . . . .	Page 13
Article 24: Standby Pay . . . . .	Page 13
Article 25: Subcontracting . . . . .	Page 13
Article 26: Insurance . . . . .	Page 13
Article 27: Longevity Pay . . . . .	Page 14
Article 28: Lunch Periods . . . . .	Page 15
Article 29: Gender . . . . .	Page 15
Article 30: Safety Equipment . . . . .	Page 15
Article 31: Discharge and Discipline . . . . .	Page 15
Article 32: Extra Contract Agreements . . . . .	Page 15
Article 33: Call in Pay . . . . .	Page 15
Article 34: Retirement System . . . . .	Page 16
Article 35: Uniforms . . . . .	Page 16
Article 36: Pay Periods . . . . .	Page 17
Article 37: Americans with Disabilities Act . . . . .	Page 17
Article 38: Personnel Policies . . . . .	Page 17
Article 39: Supervisor's Pay . . . . .	Page 17
Article 40: Valid Driver's License . . . . .	Page 17
Article 41: Total Agreement . . . . .	Page 18
Article 42: Duration . . . . .	Page 18
Appendix A: Wage and Step Increase Procedure . . . . .	Page 19
Appendix B: Substance Abuse and Alcohol/Drug Testing Policy . . . . .	Page 20
Appendix C: Health Insurance in Retirement . . . . .	Page 25

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

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

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

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

**ARTICLE 2**  
**RECOGNITION**

Collective Bargaining Unit

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

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

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools used, and discontinuance of any services, materials or methods of operations.
- b. To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.

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

#### **ARTICLE 4**

#### **AGENCY SHOP - DUES CHECK-OFF**

**Section 1: Union Security.** To the extent that Federal law and the laws of the State of Michigan permit, employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time or who become members during the duration of this Agreement shall be required, as a condition of continued employment, to continue membership in the Union for the purpose of this Agreement.

**Section 2: Agency Shop.** All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

**Section 3: Check-Off Dues and Initiation Fees.** During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all annually certified dues and initiation fees of Local 214 and pay such amount deducted to said Local 214; provided, however, that the Union presents to the City legal wage deduction authorizations, signed by such employee, for deductions to the Local Union. They may be done through the steward of the Union.

- a. Amount of initiation fees and dues will be certified to the City annually by the Secretary-Treasurer of the Union. Dues deducted shall commence on the first (1st) pay period of the month and will be deducted monthly thereafter on the first (1st) pay period of the month. Any deduction of initiation fees will be made as certified by the Secretary-Treasurer. Dues deducted for any calendar month by the City will be remitted to the designated finance officer of the Local Union as soon as reasonably possible after the payroll deductions have been made. The City shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their paychecks. Where an employee who is not on check-off is not on the payroll the week which the deduction is to be made or who has no earnings or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.
- b. Monthly agency fees and initial agency fees will be deducted by the City and transmitted to the Union in the same manner as prescribed above for the deduction and transmission of Union dues and initiation fees.
- c. The Union shall indemnify and save the City harmless from any liability, costs and expenses that it incurs arising out of the City's enforcement of the Union security and agency shop provisions of this Agreement and/or its reliance upon any payroll deduction authorization cards presented to the City by a representative of the Union.
- d. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the City and a representative of the Union and if not resolved may be decided at the Appeal Step of the Grievance Procedure. However, the Employee shall be retained at work while the dispute is being resolved.

## ARTICLE 5 UNION REPRESENTATION/ACTIVITIES

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

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

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



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

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Definition of Grievance:**

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

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

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

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

Section 2. If the grievance has not been satisfactorily resolved, the Union or the City shall have the right to refer such grievance to arbitration in accordance with the rules and procedures of the Federal Mediation and Conciliation Service then in effect, provided such referral is made within seven (7) calendar days after receipt of the City's answer in Step 2. If the grievance has not been submitted to arbitration within seven (7) days, it shall be considered resolved in accordance with the City's last response. The expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the Union and the City.

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

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

## **ARTICLE 7** **STRIKES AND LOCKOUTS**

### 1. Union Concerted Activity.

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

### 2. Employee Concerted Activity.

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

## **ARTICLE 8** **SENIORITY**

### Section 1. Seniority Definition:

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

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

### Section 2. Probationary Period:

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



### Section 3. Seniority Lists:

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

### Section 4. Loss of Seniority:

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

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

## **ARTICLE 9 LAYOFF AND RECALL**

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

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

## **ARTICLE 10 JOB VACANCIES/PROMOTIONS**

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

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

- a. Employee's length of bargaining unit seniority.
- b. Ability to perform the work.

- c. Results of interview with department head and City Manager or designated representative.
- d. Department head's recommendation, subject to final decision by the City Manager.

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

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

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

## **ARTICLE 11**

### **TRANSFERS FROM THE BARGAINING UNIT**

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

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

## **ARTICLE 12**

### **RATES FOR NEW JOBS**

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

## **ARTICLE 13**

### **UNION BULLETIN BOARDS**

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

- a. Notices of recreational and social events.
- b. Notices of election.
- c. Notices of results of elections.

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

**ARTICLE 14**  
**HOLIDAYS**

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

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

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

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

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

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

**Section 4.** An employee's birthday, as well as an employee's anniversary date of employment with the City may each be taken as a floating holiday. The birthday holiday must be taken in the month in which the birthday falls. The employee's anniversary holiday must be taken in the month in which the anniversary falls. Not more than one employee may be off at any one time on a birthday or floating holiday except as approved by the Department Head. Should more than one employee request the same day as either a birthday or anniversary holiday, seniority shall prevail. Neither holiday may be taken if it would interfere with the orderly operation of the Public Works Division. If, because of the City's needs, the employee cannot take the date requested, a later date shall be set that is agreeable to both parties.

**ARTICLE 15**  
**VACATIONS**

**Section 1. Vacation Pay.** Employees will be paid vacation pay based on their regular pay classification immediately prior to the vacation period. Employees wishing to have their vacation pay in advance of the regular payroll must have their department head submit a written request to the City Manager or the designee 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 Eligibility:** All full-time, non-probationary employees with the required city-wide seniority as of their anniversary date of hire shall earn vacation leave with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Vacation Leave</u>
1 year through 4 years	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. Bargaining unit seniority will be the controlling factor in scheduling vacations. No more than four employees may be on paid leave at any one time (anniversary date, birthday, personal leave, vacation) unless the Department Head or City Manager allows more than four during the regular deer hunting season. The vacation schedule will be established each year between December 1 and December 15 for the following year. During that time each employee will sign up for vacation. In case of conflicts, the employee with the most bargaining unit seniority will be given preference.

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

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

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

**ARTICLE 16**  
**LEAVES OF ABSENCE**

**Section 1. Personal Leave:**

- a. The City may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days, without pay or benefits and without loss of seniority, to an employee who has completed the probationary period, provided, in the exclusive judgement of the City Manager or designated representative, such employee can be spared from work. Requests for a personal leave of absence shall be in writing and shall be signed by the employee and given to the Department Head seven (7) days in advance. Approval shall be in writing and acknowledged by the employee's Department Head and the City Manager or designated representative.
- b. The Department Head may grant a leave of absence, not to exceed three (3) days, for personal reasons without pay and without loss of seniority, to an employee who has completed the probationary period, provided, such employee can be spared from work. Requests for a personal leave of absence shall be authorized by the Department Head.
- c. **Sick Leave.** Sick leave shall be accumulated at a rate of 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 (1/2) of the accumulated sick leave in pay. If, after 10 years of employment an employee voluntarily leaves, quits or resigns employment while in good standing and with proper notice (two weeks), and not as a result of discharge or discipline, said employee shall be paid the equivalent of 25% (1/4) of the accumulated sick leave.
- d. **Personal Leave Days.** An employee is entitled to one (1) 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) days may be accumulated annually.

**Section 2. Family and Medical Leave Policy:** 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 and Medical 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.

### Section 3. Military Leave:

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

## **ARTICLE 17** **FUNERAL LEAVE**

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

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

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

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

**ARTICLE 18**  
**MATERNITY LEAVE**

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

**ARTICLE 19**  
**MEDICAL CERTIFICATION**

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

**ARTICLE 20**  
**JURY DUTY LEAVE**

A full-time employee with seniority who is summoned and reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty an amount equal to the difference between the employee's regular rate of pay for eight (8) hours (exclusive of all premiums) and the daily jury fee paid by the Court. In order to receive payment under this section, an employee must give the City Manager prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed for the days claimed for payment. An employee who is summoned but does not serve as a juror must promptly report for work upon being excused.

**ARTICLE 21**  
**WORK WEEK**

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

**ARTICLE 22**  
**OVERTIME**

Section 1. Overtime will be paid at the rate of one and one half (1½) times base rate of pay for every hour worked in excess of eight (8) hours in any one day and forty (40) hours in any one week. For purposes of this provision, all paid and approved leave time will be included in "hours worked".

Section 2: If it becomes necessary for management to assign personnel to work overtime, such assignment will be made on an inverse seniority basis. Overtime shall be offered on a rotational basis. A list showing the total amount of overtime worked, and any overtime work offered will be maintained. Management shall attempt to keep the overtime as equal as possible. An employee who declines or who cannot be contacted about overtime will be counted as having

worked said overtime for the purposes of this provision. The City reserves the right to request that an on-site employee work the overtime in lieu of utilizing rotation.

### **ARTICLE 23** **SHIFT PREMIUM**

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

### **ARTICLE 24** **STANDBY PAY**

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

### **ARTICLE 25** **SUBCONTRACTING**

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

### **ARTICLE 26** **INSURANCE**

**Section 1:** Health Insurance. The City shall, for the duration of this contract, continue to provide health, medical and hospitalization insurance to its regular full-time employees and the employee's dependents. Said coverage shall be substantially equivalent to 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 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:** 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 4:** Optical. The City shall provide an employee not more than \$200.00 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 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 a compensable injury shall have all insurance paid for one (1) year duration while on leave by the City.

## **ARTICLE 27** **LONGEVITY PAY**

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

**Section 2:** For full time employees hired prior to July 1, 1996 longevity payments shall be made once per year at the first pay period in January, which is computed as the number of complete years on or before November 1 prior to the payment, is:

5 years of service	1.0% of the employee's W-2 earnings for the previous year less the previous year's longevity payment
6 years of service	1.2% of the employee's W-2 earnings for the previous year less the previous year's longevity payment
7 years of service	1.4% of the employee's W-2 earnings for the previous year less the previous year's longevity payment
8 years of service	1.6% of the employee's W-2 earnings for the previous year less the previous year's longevity payment
9 years of service	1.8% of the employee's W-2 earnings for the previous year less the previous year's longevity payment
10 years of service	2.0% of the employee's W-2 earnings for the previous year less the previous year's longevity payment

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

Section 3: Full time employees hired after July 1, 1996 shall, upon eligibility, receive a longevity payment once per year at the first pay period in January. Payment shall be based on the employee's base earnings ( regular hours) for the previous year. The percentages described in Section 2 shall apply.

**ARTICLE 28**  
**LUNCH PERIODS**

A one-half (1/2) hour unpaid period shall be granted to all employees.

**ARTICLE 29**  
**GENDER**

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

**ARTICLE 30**  
**SAFETY EQUIPMENT**

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

**ARTICLE 31**  
**DISCHARGE AND DISCIPLINE**

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

**ARTICLE 32**  
**EXTRA CONTRACT AGREEMENTS**

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

**ARTICLE 33**  
**CALL IN PAY**

Any employee who is called in to work beyond the eight (8) hour day, after having completed the assigned shift and after being released from work, shall receive a minimum of two



(2) hours pay at one and one half (1½) times the normal hourly rate. If the hours worked exceed the minimum pay, pay shall be received for only the hours worked.

### **ARTICLE 34 RETIREMENT SYSTEM**

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

- a. F 55 at 25;
- b. Benefit Program B-1 (1.7% of employees final average compensation multiplied by years and months of credited service);
- c. FAC-5; and
- d. Employee contribution - 4% of the employee's total, annual gross compensation.
- e. Effective July 1, 1998 the B-1 benefit will change to the B-2 benefit (2.00% of employees final average compensation multiplied by years and months of credited service). Effective July 1, 1998 the employee's contribution will increase to the amount specified per the required actuarial computation to be requested by the City of Marshall on behalf of the employees covered herein. The Union will reimburse the City of Marshall for the 1998 actuary. The City of Marshall will pay the entire cost of the actuarial computation which demonstrated that a July 1, 1996 B-3 benefit would increase the employee's contribution by 3.27%.

### **ARTICLE 35 UNIFORMS**

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

Section 2. Each year, the City will contribute the dollar amount below toward the purchase of steel-toed foot wear that must be worn on the job. The employee must demonstrate proof of purchase to the Finance Department who will process the City's contribution through established account payable procedures.

July 1, 1996	\$70.00	July 1, 1998	\$74.00
July 1, 1999	\$76.00	July 1, 1997	\$72.00

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

**ARTICLE 36**  
**PAY PERIODS**

The employees shall be paid every other week.

**ARTICLE 37**  
**AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 38**  
**PERSONNEL POLICIES**

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

**ARTICLE 39**  
**SUPERVISOR'S PAY**

When a supervisor is absent and an employee is specifically assigned the responsibilities for performing the duties of the absent supervisor, the employee will be paid an additional \$1.00 per hour for all hours actually worked as an acting supervisor.

**ARTICLE 40**  
**VALID DRIVER'S LICENSE**

Section 1: All employees of the Department of Public Services, Public Works Division are required to hold a valid, Michigan driver's license with 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 continued employment with the City.

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

**ARTICLE 41**  
**TOTAL AGREEMENT**

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

**ARTICLE 42**  
**DURATION**

Section 1. Termination:

This Agreement shall continue in full force and effect from July 1, 1996 through midnight June 30, 2000. If either party desires to amend and/or terminate this Agreement it shall, not more than one hundred twenty (120), nor less than ninety (90) days prior to the above termination date, give the other party written notice of its intention to amend or terminate. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15<sup>th</sup> day of July, 1996.

CITY OF MARSHALL

Sue Kelly-Hecht

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

Richard D. Walbeck  
Terry Dorcy

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

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

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

**ARTICLE 41**  
**TOTAL AGREEMENT**

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

**ARTICLE 42**  
**DURATION**

Section 1. Termination:

This Agreement shall continue in full force and effect from July 1, 1996 through midnight June 30, 2000. If either party desires to amend and/or terminate this Agreement it shall, not more than one hundred twenty (120), nor less than ninety (90) days prior to the above termination date, give the other party written notice of its intention to amend or terminate. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 1996.

CITY OF MARSHALL

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

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

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

**APPENDIX A  
WAGE AND STEP INCREASE PROCEDURE**

July 1, 1996 - June 30, 2000  
Equipment Operator, Key Class #10

**Section 1: Wages**

	<u>START</u>	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Effective 7/1/96	\$12.04	\$12.39	\$12.76	\$13.15
Effective 7/1/97	\$12.64	\$13.01	\$13.39	\$13.79
Effective 7/1/98	\$13.21	\$13.59	\$13.99	\$14.42
Effective 7/1/99	\$13.79	\$14.20	\$14.61	\$15.06

**Section 2: Step Increase Procedure**

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



**APPENDIX B**  
**SUBSTANCE ABUSE AND**  
**ALCOHOL/DRUG TESTING POLICY**

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

**SECTION 1: GENERAL PROVISIONS**

Copies of this policy shall be distributed to all Department of Public 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	Benzoylecgonine	300 ng/ml	150 ng/ml
		100 ng/ml	15 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.