AGREEMENT

The City of Marshall

and

Teamsters Local 214,
General City Employees

July 1, 2010 — June 30, 2013

Table of Contents

AGREEMENT

GENERAL CITY EMPLOYEES

This Agreement made and entered into this 12th day of July, 2010, 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 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 ho commits any of the acts shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE 4 - UNION SECURITY

Section 1. Conditions of Employment. It is agreed that as a condition of employment all employees covered by the terms of this Agreement shall, within thirty-one (31) days of employment, pay such fees and dues which are necessary to support the Union's representational activities such as collective bargaining and administration of the labor contract. This Section does not require any employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any employee to join or become a member of the Union. Under the Agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

Section 2. Equal Representation. Membership in the Union is separate, apart, and distinct from the assumption by an employee of his/her obligations to the extent that he/she received equal benefits. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union; the terms of the Agreement being made for all employees in the bargaining unit.

Section 3. Payroll Deductions. For the duration of this Agreement, the Employer agrees to, without charge to the Union, deduct from the salary of each employee all Union dues, assessments, initiation fees, and/or representation (agency) fees; provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and their subsequent payment to the Union. The Employer further agrees to promptly remit any and all such deductions to the Union. These actions shall conform to the respective state and federal laws which apply.

A. Agents.

1. The Employer's agent in these matters shall be the City Manager.

2. The Union's agent in these matters shall be the Secretary-Treasurer, who may delegate certain activities to the Steward.

B. Lists and Notices.

1. List of Contributors. Upon request, the Employer shall provide the Union with an original list of contributors and their addresses, to be revised no more than twice annually.

2. Deduction Notice. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of any Union fee to be deducted from the wages of employees as in accordance with this Article. Notice of any change in such amounts will also be provided to the Employee at least thirty (30) days prior to its implementation.

C. Employee Authorization. Each employee hereby authorizes the Union and the Employer, without recourse, to rely on and honor certificates of the Local Union regarding the amounts to be deducted. However, any employee shall have the right to revoke his/her authorization by written notice, signed by him/her, and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this Agreement.

D. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability, including but not limited to all costs and attorney fees, arising out of its deductions from an employee's pay of Union dues, initiation fees, assessments, collective bargaining (agency) service fees, or due to any reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 5 - 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 6 - 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 7 - 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 13.

C. Employees will be paid bi-weekly. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, employee will be provided, in writing, with the detailed payroll information.

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 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.

ARTICLE 8 - 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.

A. For any dependent covered as a Family Continuation (FC) Rider prior to July 1, 2009, the employee and employer shall each contribute 50% of the premium cost for the Family Continuation Rider to be deducted from the employee's pay each pay period for as long as the Family Continuation Rider is in effect. Any FC Rider coverage that begins on or after July 1, 2009, the employee shall contribute, by payroll deduction, 100% of the premium cost for the FC Rider.

B. If an employee elects to waive his/her enrollment in the City's group health insurance plan, said employee shall receive the following:

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

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

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

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

Section 2: Premium Sharing. From and after July 1, 2005, all participating employees will share the cost of any increases in the health insurance premiums charged to the City. The employee will pay ten percent (10%) of the health insurance premium charged to the City. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only plan.

Section 3: Dental Insurance. The City agrees to maintain the current dental insurance coverage subject to Section 4.

Section 4: The City agrees that if, during the term of this agreement, the City desires to change health or dental insurance coverage or carriers, it will meet and commence bargaining with the Union not less than thirty (30) days prior to the proposed implementation of any changes.

Section 5: Optical. Effective July 1, 2010, the City of Marshall provides a regular, full-time employee and the employee's dependents with Vision Service Plan-12 (VSP-12) optical insurance. A complete explanation of coverage is available through the Department of Human Resources.

Section 6: 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 7: 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 the employer's portion of insurance paid for one (1) year duration while on leave by the City.

ARTICLE 9 - 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 eight (8) hours from vacation or personal time. If the employee has no accrued vacation or personal time, leave may be charged to sick leave or comp. time. Nothing here prohibits the employee from taking time off for funerals without pay, if the department head approves.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1: Sick Leave. Shall be accumulated at a rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours to be used for illness and doctor's appointments only.

A. Upon retirement, employees hired prior to July 1, 2004 may receive one-half (½) of the accumulated sick leave in pay. If, after 10 years of employment, an employee hired prior to July 1, 2004 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.

B. Upon retirement, employees hired after July 1, 2004 may receive twenty-five percent (25%) of the accumulated sick leave in pay. If, after 10 years of employment, an employee hired after July 1, 2004 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 as follows:

10 years - 10% of accumulated sick leave	18 years - 18% of accumulated sick leave
11 years - 11% of accumulated sick leave	19 years - 19% of accumulated sick leave
12 years - 12% of accumulated sick leave	20 years - 20% of accumulated sick leave
13 years - 13% of accumulated sick leave	21 years - 21% of accumulated sick leave
14 years - 14% of accumulated sick leave	22 years - 22% of accumulated sick leave
15 years - 15% of accumulated sick leave	23 years - 23% of accumulated sick leave
16 years - 16% of accumulated sick leave	24 years - 24% of accumulated sick leave
17 years - 17% of accumulated sick leave	25+ years - 25% of 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 earns eight (8) personal leave hours per quarter after reaching four hundred forty (440) hours of accumulated sick leave and

maintaining that accumulation or a higher amount for each quarter thereafter. A maximum of thirty two (32) personal leave hours may be accumulated.

Section 4: Family and Medical Leave Policy: The City of Marshall will follow the Family Medical Leave Act ("FMLA") as required by law. This policy is based on the U.S. Department of Labor's ("DOL") "Fact Sheet No. 28," and fulfills the City's statutory FMLA notification requirements.

a. Employee Eligibility. To be eligible for FMLA benefits, an employee must:

1. have worked for the City for a total of 12 months;

(i) While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more will not be counted unless the break is due to the employee's fulfillment of his/her National Guard or Reserve military obligation or the City agreed in writing that it intended to rehire the employee after a break in service.

2. have worked at least 1250 hours over the 12 months preceding the leave's commencement; and

3. work at a location where at least 50 employees are employed by the City within a 75 mile radius.

If you do not meet the eligibility requirements you may be able to take time off under another City non-FMLA leave policy.

b. Leave Entitlement.

1. General:

If you are an eligible employee, the City will grant you up to a total of 12 workweeks of unpaid leave (subject to the requirement that you use accrued paid leave simultaneously with FMLA leave, as set forth herein) during a rolling 12 month period for one or more of the following reasons:

(i) birth and care of your newborn child;

(ii) placement with you of a son or daughter for adoption or foster care;

(iii) to care for an immediate family member (spouse, son, daughter or parent) with a "serious health condition";

A. Son/daughter must be under age 18 unless incapable of self-care due to a physical or mental disability.

(iv) when you are unable to work (unable to perform one or more essential job function) because of your own "serious health condition," or

(v) for qualifying exigencies (e.g. short notice deployment, military events, childcare, financial/legal arrangements, rest and recuperation, post-deployment activities, etc.), arising out of the fact that your spouse, son, daughter, or parent is on active duty or is called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

2. Military Caregiver Leave:

If you are an eligible employee and are the spouse, son, daughter, parent or "next of kin" of a "covered service member," the City will grant you up to a total of 26 workweeks of unpaid leave (subject to the requirement that you use accrued paid leave simultaneously with FMLA leave, as set forth herein) during a "single 12-month period" to care for the "covered service member" if the "covered service member" suffers from a "serious injury or illness."

A "covered service member" is: (1) a member of the Armed Forces (including National Guard or Reserves) who is undergoing medical treatment, recuperation, therapy, etc., due to a "serious injury or illness;" or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5 year period preceding the date on which the veteran undergoes the treatment, recuperation or therapy.

A "serious injury or illness" is defined as: (1) in the case of a current member of the Armed Forces, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces at any time any time during the 5 year period preceding the date on which the veteran undergoes the treatment, recuperation or therapy, a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

3. Special Circumstances Unique to Birth or Placement of a Child:

Spouses, both of whom are employed by the City, are jointly entitled to a combined total of 12 workweeks of FMLA leave for the birth and care of their newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition (up to 26 weeks if leave to care for a covered service member with a serious injury or illness is involved).

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months after the birth or placement.

4. Intermittent FMLA Leave:

Under some circumstances, you may take FMLA leave intermittently – which means taking leave in separate blocks of time, or by reducing your normal weekly or daily work schedule. When intermittent leave is needed for planned medical treatment, you must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's or Client's operations.

(i) Employees will not be approved to use intermittent FMLA leave after the birth or placement of a child for adoption or foster care.

(ii) FMLA leave may be taken intermittently whenever medically necessary to care for a seriously injured or ill family member, or because you are seriously ill and unable to work.

5. How the Workweeks are Computed:

The 12 workweeks (or, in appropriate circumstances, the 26 workweeks) are computed by combining all qualifying leaves (e.g birth, placement of a child for adoption or foster care, care of a qualifying immediate family member, employee's own serious health condition, etc.).

6. Employees are Required to Use Accrued Paid Leave Simultaneously with FMLA Leave:

As part of the FMLA leave, the employee must first utilize any accrued paid leave (sick leave, vacation leave, and/or personal leave). When paid leave is exhausted, any remaining portion of your FMLA entitlement will be unpaid. The period of time you are receiving Workers' Compensation benefits (for work-related illness/injury) will be considered paid FMLA leave. Where permitted, you may be allowed to use paid leave (paid personal leave, vacation, etc.) to supplement your workers' compensation benefits, up to replacing 100% of your regular wages/salary.

The City is responsible for designating if your use of paid leave counts as FMLA leave based on information the City receives from you.

c. Definitions.

1. Serious Health Condition: Means an illness, injury, impairment, or physical or mental condition that involves either:

a. Inpatient Care: Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

b. Continuing Treatment: Continuing treatment by a "health care provider" which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to:

(i) Absence + Treatment: A health condition (including treatment and recovery) lasting more than 3 consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition PLUS:

(1) treatment two or more times by or under the supervision of a "health care provider" (i.e. in-person visits, the first within 7 days and both within 30 days of the first day of incapacity [absent extenuating circumstances]); or

(2) one treatment by a "health care provider" (i.e. an in-person visit within 7 days of the first day of incapacity) with a regimen of continuing treatment (e.g. prescription medication, physical therapy, etc.);

c. Pregnancy: Any period of incapacity related to pregnancy or for prenatal care. A visit to the "health care provider" is not necessary for each absence; or

d. Chronic Conditions: Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a "health care provider," and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a "health care provider" is not necessary for each absence; or

e. Permanent/Long-Term Conditions: A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, terminal cancer). Only supervision by a "health care provider" is required, rather than active treatment; or

f. Multiple Treatments (Non-Chronic Conditions): Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than 3 consecutive days if not treated (e.g. chemotherapy or radiation treatments for cancer).

2. Health Care Provider: Means:

a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

c. nurse practitioners, nurse-midwives and clinical social workers and physician assistants who are authorized to practice, and performing within the scope of their practice, as defined under state law; or

d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Mass.; or

e. any health care provider recognized by the employer or the employer's group health plan benefits manager.

d. Maintenance of Benefits.

The City is required to maintain group health insurance coverage for you while you are on FMLA leave if you were receiving such insurance coverage before FMLA leave was taken. Coverage will be on the same terms as if you had continued to work. When applicable, arrangements will be made for you to pay your share of health insurance premiums while on FMLA leave.

If you fail to return to work from an FMLA leave, unless for one of the limited reasons set forth in the FMLA's accompanying regulations, the City is entitled to recover premiums it paid on your behalf during any period you were on unpaid FMLA leave.

Your use of FMLA cannot result in the loss of any employment benefit that you earned or were entitled to before using FMLA leave, nor can it be counted against you under a "no fault" attendance policy. However, if a bonus or other payment is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and you have not met the goal due to FMLA leave, you may be denied payment, unless such payments are paid to employees on equivalent leave status for reasons that don't qualify as FMLA leave.

e. Job Restoration.

Upon timely return from FMLA leave you will be restored to your original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If FMLA was taken because of your own serious health condition, you must timely submit a "fitness for duty" certificate before you will be reinstated. If you fail to timely return-to-work and/or fail to present a "fitness for duty" certificate when your FMLA leave entitlement is exhausted, and absent an appropriate request and approval for continuation of non-FMLA leave, you will be subject to discharge.

You have no greater right to job restoration or to other benefits and conditions of employment than if you had been continuously employed.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to City operations, the City may refuse to reinstate certain highly-paid "key" employees (a salaried "eligible" employee who is among the highest paid 10% of the employees within 75 miles of the work site). If applicable, you will be notified of your status and rights as a "key" employee.

f. Notice and Certification Requirements.

1. Employee Notice Requirements:

Employees seeking to use FMLA leave must provide 30-days advance notice of the need to take the leave when the need is foreseeable and such notice is practicable (e.g. birth of child, planned surgery, etc.).

When the need for leave is foreseeable less than 30 days in advance, or is not foreseeable, you must provide notice as soon as practicable under the circumstances – generally, either the same or next business day.

Though you need not mention the FMLA, you must provide at least verbal notice/information sufficient to make us aware that you need FMLA-qualifying leave (e.g. incapacitated due to pregnancy, hospitalized overnight, etc.), and the anticipated timing and duration of the leave. Calling in "sick" is insufficient. If you have been previously certified/approved for FMLA leave,

you must when contacting us specifically reference the qualifying reason for leave or the need for FMLA leave.

You are obligated to respond to our reasonable inquiries aimed at determining if your absence is potentially FMLA-qualifying.

In order to meet your notice obligations absent extenuating circumstances, you or your spokesperson (if you are unable) must contact your Supervisor or the Human Resources Department. During non-working/non-operating hours you must leave a voice-mail message or e-mail with your Supervisor or you may contact Human Resources at 269.781.5183 x 1119 (voice mail), send a fax to 269.781.3835 or send an e-mail to thall@cityofmarshall.com. The message, fax, or e-mail must provide information sufficient to make us aware that you need FMLA-qualifying leave, the anticipated timing and duration of the leave, and a means for us to contact you or the person leaving the message, fax, e-mail.

When appropriate, and when we wish your qualifying time off from work to be counted toward your annual FMLA allotment, we will designate the time off as FMLA. Conversely, when you wish to use FMLA to protect your employment status (e.g. avoid being AWOL, avoid an unexcused absence, etc.), it is your responsibility to clearly, unequivocally and timely request use of FMLA.

2. Employer Notice Requirements and Corresponding Employee Obligations:

We will notify you within 5 business days (absent extenuating circumstances) of your eligibility to take FMLA leave and inform you of your rights and responsibilities (and consequences if you fail to meet those obligations) under the FMLA. If appropriate, we will provide you at least one reason why you are not eligible to take FMLA leave.

If you meet your notice obligations, we will require that you provide medical certification within 15 days supporting the need for leave due to a serious health condition affecting you or a qualifying immediate family member. If provided to you, you must share your job's "essential functions" with your health care provider who, when filling out the certification form, must specify which functions you cannot perform. If you fail to provide the medical certification form to the City within 15 days, your request for FMLA leave may be denied. We will notify you if your certification is deficient, explain why it is deficient, and require you to cure the deficiency.

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

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

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

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

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

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

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

g. Other Provisions.

When FMLA leave is to be taken intermittently or on a reduced schedule, the City may require that you transfer temporarily (for the period of your FMLA leave usage) to an available alternate position (with equivalent pay and benefits) for which you are qualified and which better accommodates recurring periods of leave than does your regular position.

If you return from an absence which, though qualifying, was never designated as FMLA because we were unaware of the true reason for your absence (e.g. you provided insufficient notice when first calling in, you took vacation time without explanation, etc.), you must notify us within two business days of returning to work of the true reason for your leave and must request the time be retroactively designated as FMLA. An employee who fails to timely do so may be unable to subsequently assert FMLA protection for the absence.

An employee absent from work on FMLA leave must not (absent written authorization) engage in "outside" or "supplemental" employment (including self-employment).

An employee who fraudulently obtains or utilizes FMLA leave is not protected by FMLA's job restoration or maintenance of health benefits provisions, and is subject to discharge.

It is unlawful for any employer to interfere with, restrain or deny the exercise of any right provided by FMLA.

Please contact Human Resources if you have any questions or concerns about the FMLA or the City's application of the FMLA. Or, visit the Wage and Hour Division website: http://www.wagehour.dol.gov and/or call 1-866-487-9243.

To the extent anything contained in this Policy conflicts with the Family and Medical Leave Act, the Act will prevail.

ARTICLE 11 - 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 Eve Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	

In addition, all employees shall receive a designated holiday as determined by the City Manager:

2011	Tuesday	July 5
2012	Monday	December 31
2013	Friday	July 5
2014	Friday	December 26
2015	Friday	January 2
2016	Tuesday	July 5

ARTICLE 12 - VACATION

Section 1. Vacation Pay. Employees will receive vacation pay based on the regular pay classification.

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.

Years of Service	Vacation Leave
1 through 4 years	10 days
5 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
21 years	26 days
22 years	27 days
23 years	28 days
24 years	29 days
25 years	30 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 13 - 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 Human Resources Department 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 and 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 Manger, 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 14 - LONGEVITY PAY

Section 1: An employee who has completed five (5) full time 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
11 years service	2.2% of yearly base wage
12 years service	2.4% of yearly base wage
13 years service	2.6% of yearly base wage
14 years service	2.8% of yearly base wage
15 years service	3.0% of yearly base wage
16 years service	3.2% of yearly base wage
17 years service	3.4% of yearly base wage
18 years service	3.6% of yearly base wage
19 years service	3.8% of yearly base wage
20 years service	4.0% of yearly base wage
21 years service	4.2% of yearly base wage
22 years service	4.4% of yearly base wage
23 years service	4.6% of yearly base wage
24 years service	4.8% of yearly base wage
25 years or more	5.0% of yearly base wage

Section 3: Longevity payments will be paid once each year in the first pay period of December.

ARTICLE 15 - 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 provisions include:

a. Full retirement at 55 years of age with 25 years of service with a waiver of reduction benefits.

b. Benefit Program B-4 (2.5% 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. A 10 year vesting period is required to accrue or earn a pension benefit with the City of Marshall.

e. Employee contribution – 7.7% of the employee's total, annual gross compensation.

ARTICLE 16 - 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 17 - 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 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 3: 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 judgment, 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 18 - 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 19 - 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 (½) hour unpaid lunch period shall be granted all employees. In addition, for each consecutive four (4) hours of work, employees shall be entitled to a rest break not to exceed fifteen (15) minutes duration. Breaks are not to be taken as part of the lunch break or at the beginning or the close of the workday. Breaks are to be taken in a manner that does not interfere with the efficiency of the department.

ARTICLE 20 - VALID DRIVER'S LICENSE

Section 1: All DART employees are required to hold a valid, Michigan driver's license with all necessary Commercial Driver's License (CDL) endorsements. 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 the CDL and city required endorsement(s) portion of the fees paid to the State of Michigan for renewal of a CDL license.

A. Any employee who fails to renew a CDL and necessary endorsements 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 and necessary endorsements 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 and necessary endorsements 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 21 - UNIFORMS

Section 1: Full time Dial-A-Ride employees will each be provided, at City expense, six (6) shirts that may be either long or short sleeved. Cleaning of the shirts will be the responsibility of the Dial-A-Ride employee. Shirts will be selected by the employee group with approval by the City. The provided shirts shall be worn by the employee during the work shift(s) and will be replaced, at City expense, every two years.

Section 2: All Dial-A-Ride employees shall wear long pants or slacks during the work shift(s). Clean, untattered jeans are permissible. The driver may wear reasonable summer attire (Bermuda shorts or a skirt) with the express approval of the employee's supervisor.

ARTICLE 22 - AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

This Agreement shall become effective July 1, 2010 and shall continue in full force and effect until June 30, 2013. 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 12th day of July, 2010.

GENERAL CITY EMPLOYEES
TEAMSTERS LOCAL 214

Joel Gutzki
Business Agent

CITY OF MARSHALL

Tom Tarkiewicz
City Manager

APPENDIX A
WAGE AND STEP INCREASE PROCEDURE

Section 1: Wages

DIAL-A-RIDE AND DISPATCH

			FULL-TIME AFTER 7/1/96			FULL-TIME
		START	YEAR 1	YEAR 2	YEAR 3	PRIOR TO 7/1/96
7/1/2010	1%	13.50	13.85	14.20	14.53	14.97
7/1/2011	1%	13.64	13.99	14.34	14.68	15.12
7/1/2012	1%	13.78	14.13	14.48	14.83	15.27

Lead Dispatcher/Bus Driver

		START	YEAR 1	YEAR 2	YEAR 3
7/1/2010	1%	15.34	15.74	16.13	16.53
7/1/2011	1%	15.49	15.90	16.29	16.70
7/1/2012	1%	15.64	16.06	16.45	16.87

Section 2: Step Increase Procedure

A. An employee may receive a step increase every 12 months until reaching the top wage.

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 Utilities 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 nanagrams 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)

Drug Group	Drug or Metabolite detected	Initial test level ng/ml	GC/MS confirmation
Amphetamine	Amphetamine Methamphetamine	1,000ng/ml 1,000 ng/ml	500 ng/ml 500 ng/ml
Cocaine metabolites	Benzoylecgonine	300 ng/ml	150 ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
Opiate metabolites	Codeine Total Morphine	300 ng/ml 300 ng/ml	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
HEALTH INSURANCE IN RETIREMENT

It is the policy of the City of Marshall that any employee who leaves employment with the City for any reason except immediate retirement and discontinues his or her health insurance coverage which is then available through the City, shall not be entitled thereafter to again enroll in health insurance coverage and shall not be entitled to receive or participate in retiree health insurance.

EMPLOYEES HIRED PRIOR TO JULY 15, 1986

At the time an employee who was hired prior to July 15, 1986 begins to receive benefits from the City of Marshall MERS Retirement Plan, if he/she is currently participating in the City's health insurance or insurance waiver program, the City will continue to provide (or waive) health insurance to said retiree, his/her spouse (the retiree must be married at the time employee's retirement benefits begin to be paid) and for his/her dependents, (the individual(s) must be dependent at the time the employee's retirement benefits begin to be paid) at the same level as provided for its active, full-time, non-union employees, PROVIDED, said employee retires from the City of Marshall.

- 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, copayments, deductibles, and premium contributions change for City of Marshall non-union, full-time, active employees, the same changes will be immediately effective for all retirees, spouses and dependents covered by said insurance.

If, at the time of the covered retiree's death, the health insurance plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the death of the spouse. 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, or its equivalent if available, and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED BETWEEN JULY 15, 1986 – July 1, 1996

At the time the employee who was hired after July 15, 1986, begins to receive retirement benefits from the City of Marshall MERS Retirement Plan, if he/she is currently participating the City's health insurance or insurance waiver program, the City will provide health insurance (or waiver) to said retire, his/her spouse (retiree must be married at time the employee's retirement benefits begin to be paid) and his/her dependents, (the individual

must be dependent at the time the employee's retirement benefits begin to be paid) at the same level as provided for its active, full-time, non-union employees PROVIDED, said employee retires from the City of Marshall and pays the premium contribution per the following schedule:

		% OF ANNUAL PREMIUM	
AGE	SERVICE	CITY	INDIVIDUAL[1]
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 are paid by non-union, full-time, active employees. If and when the health insurance coverage, copayments, deductibles, and premium contributions changes for City of Marshall non-union, full-time, active employees, the same changes will be immediately effective for all retirees, spouses and dependents covered by said insurance.

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 death of the spouse (if married at the time of death and at the time retirement benefits commence). 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, or its equivalent if available, and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 1, 1996

An employee who was hired by the City of Marshall after July 1, 1996 will not receive health insurance in retirement paid by the City of Marshall. Said employee may purchase, at his or her own expense, such coverage as is then available to regular full-time, non-union employees then working for the City. In order to be eligible to purchase said insurance, the retiree must, at time of departure from employment with the City, be eligible to immediately begin receiving the MERS pension payment.

[1] Those who retire from the City of Marshall after April 1, 2003 will be required to make the same premium contribution as active, non-union employees or the percent listed in this chart, which ever is greater.