

---

**RULE OF THE CHAMBER**

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

Any person who does not wish to address Council from the lectern, may print their name, address and comment/question which he/she would like brought before Council on a card provided by the Clerk/Treasurer and return the card to the Clerk/Treasurer before the meeting begins. The Clerk/Treasurer will address the presiding officer at the start of Citizen Comments on the Agenda, notifying him of the card comment, and read the card into the record for response.

Those who want to use audio and image recording equipment in Council Chambers that requires a monopod, tripod or other auxiliary equipment for the audio and image devices shall notify the City Clerk before the meeting begins. Arrangements will be made to accommodate the request in a manner that minimizes the possibility of disrupting the meeting. No additional illuminating lights may be used in Council Chambers unless a majority of City Council members consent. Additionally, cell phones and pagers should be set to vibrate or silent mode when inside Council Chambers.

Should any person fail or refuse to comply with any Rules of the Chamber, after being informed of such noncompliance by the presiding officer, such a person may be deemed by the presiding officer to have committed a breach of the peace by disrupting the public meeting, and the presiding officer may then order such person excluded from the public meeting under Section 3 (6) of Open Meetings Act, Act 267 of 1976.

You will notice a numbering system under each heading. There is significance to these numbers. Each agenda item is numbered consecutively beginning in January and continues through December of each calendar year.

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one weeks' notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, and 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is [www.monroemi.gov](http://www.monroemi.gov).

---

**AGENDA - CITY COUNCIL SPECIAL MEETING  
THURSDAY, JUNE 26, 2008  
7:30 P.M.**

**I. CALL TO ORDER.**

**II. ROLL CALL.**

**III. INVOCATION/PLEDGE OF ALLEGIANCE.**

**IV. CITY COUNCIL CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING.**

**V. CONSENT AGENDA.** (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and will be approved by one motion, unless a Council member or citizen requests that an item be removed and acted on as a separate agenda item)

167 Firefighters Ratification

1. Communication from the City Managers Office submitting the negotiated settlement between the City of Monroe and the International Association of Firefighters Local 306, and recommending that council formally approve the ratification of the contract.
2. Supporting documents.
3. Action: accept, place on file and the recommendation be carried out.

168 Employment agreement with the Assistant City Attorney.

1. Communication from the City Managers Office, submitting an Employment Agreement with Timothy Laitur to appoint him as the Assistant City Attorney for the period July 1, 2008 through August 30, 2008, and recommending that council approve the agreement.
2. Supporting documents.
3. Action: accept, place on file and the recommendation be carried out.

169 Implementation Actions for 2008-09 Fiscal Year Budget.

1. Communication from the City Managers Office submitting a request that the Mayor and City Council direct City administration to undertake the necessary cost reduction measures needed to implement and achieve the 2008-2009 fiscal budget objectives, which may include involuntary reductions in personnel (layoffs,) if the necessary combination of reductions in personnel through attrition and reductions in employee benefit costs are not achieved by the beginning of the 2008-2009 fiscal year, or as soon thereafter as practical, and recommending that the request be approved.
2. Supporting documents.
3. Action: accept, place on file and the recommendation be carried out.

**VI. ADJOURNMENT.**



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: FIREFIGHTERS RATIFICATION**

**DISCUSSION:** The City of Monroe and the Monroe Firefighters Association, AFL-CIO, Local 326 of the International Association of Firefighters, representing the firefighters, have reached a tentative agreement on a new contract for the period July 1, 2008 through and including June 30, 2010. The tentative agreement is attached. Members of the Firefighters Association ratified the agreement on Tuesday, June 24, 2008. Highlights of the new agreement are as follows:

- 1) Duration - 2 Year Agreement
- 2) Wages - 7/01/08 through 6/30/09 - No change from 2007 Wage Schedule  
7/01/09 through 6/30/10 - No change from 2007 Wage Schedule
- 3) Minimum Manpower - Reduction of staff from 10/12 to 8/10 manpower. **Projected Savings FY 2009: \$758,750**
- 4) Health Care:

Effective 8/01/08, the City will provide three (3) health care options:

- a) **PPO1 (current) Plan**, with a \$5/~~\$12~~ drug card (mail order \$3 co-pay). Employees will pay the difference between the illustrated premium cost of this plan selected and the illustrated premium cost under the PPO6 (Base) Plan.
- b) **PPO1 (Option 1) Plan**, with a \$10/\$20/\$30 drug card (mail order \$30/\$60/\$90 co-pay). Employees will pay the difference between the illustrated premium cost of this plan selected and the illustrated premium cost under the PPO6 (Base) Plan.
- c) **PPO6 (90/10) Plan (Base Plan Option 2)**, with a \$10/\$20/\$30 drug card (mail order \$30/\$60/\$90 co-pay). Employees will not be required to contribute to the illustrated premium cost of this plan.

Effective 1/01/09, the City will provide a Flexible Blue PPO-3 High Deductible Health Care Plan (Option 3), with a Health Savings Account, \$2000 single/\$4,000 family in-network deductible (\$4,000 single/\$8,000 family out-of-network deductible). The City shall make an annual contribution to the HSA in an amount of \$1,500/employee, \$3,000/employee/spouse, employee/child(ren), and family coverage.

Employees hired on or after 7/01/08 and who desire health care coverage through the City shall participate in the Flexible Blue PPO-3 High Deductible Health Care Plan, with a Health Savings Account.

Spousal Coverage Limitations: If an employee's spouse works for an employer, other than the City, who provides medical coverage, the spouse shall be required to elect employee only coverage through his/her employer, so long as the spouse's monthly contribution to the premium does not exceed 1/3 of the total premium cost of employee only coverage. In such circumstance, the City's health care plan shall provide secondary coverage. If the spouse's contribution exceeds 1/3 of the total cost of employee only coverage, the spouse will not be required to participate in his/her employer's plan, in which event the City will provide primary coverage.

- 5) Retiree Health Care: All employees hired on or after 7/01/08, will not be eligible for retiree health care benefits and will be required to participate in the City's Retirement Health Savings Plan. New employees will also be required to contribute 3% of their base pay to the Plan. The City will also contribute 3% of each employee's base pay to the RHS plan.

Therefore it is recommended that the Mayor and City Council approve the tentative agreement, the terms of which will be incorporated in the final draft of the Monroe Firefighters Association collective bargaining agreement.

**CITY MANAGER RECOMMENDATION:**

For

For, with revisions or conditions

Against

No Action Taken/Recommended

**APPROVAL DEADLINE:** July 1, 2008

**REASON FOR DEADLINE:** Expiration of the Collective Bargaining Agreement

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Peggy A. Howard, Human Resources Director

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Firefighters

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

<b><u>SOURCE OF FUNDS:</u></b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Peggy A. Howard, Human Resources Director

**DATE:** 6/25/08

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 6/26/08



C.P. Jones T.A. 6/24/08  
D.R.

(Rev. 6/24/08  
at Noon)

CITY OF MONROE  
June 12, 2008

T.A.  
6/24/08  
C.F.

TENTATIVE AGREEMENT

It is hereby agreed between the City of Monroe ("City") and the Monroe Firefighters Association, AFL-CIO, Local 326 of the International Association of Firefighters ("Association"), that the parties' Collective Bargaining Agreement dated July 1, 2005 through June 30, 2008, shall be revised as provided below, subject to ratification and approval of the City Council and the Association's membership:

1. Duration – 2 Years.

Note: Change the Cover Page to reflect an Agreement commencing July 1, 2008 through June 30, 2010.

Change the Agreement paragraph on Page 1 to reflect the Agreement being entered into on the 1<sup>st</sup> of July, 2008.

Change the Duration of Agreement provision on Page 44 to reflect that this Agreement shall be effective 12:01 a.m. on the 1<sup>st</sup> day of July, 2008, and expiring 11:59 p.m. on the 30<sup>th</sup> day of June, 2010.

2. Wages – 7/01/08 through 6/30/09 – No change from 2007 Wage Schedule.  
7/01/09 through 6/30/10 – No change from 2007 Wage Schedule.

Note: Delete page 48 of the current Collective Bargaining Agreement and insert in its place Attachment A – Wage Schedule for July 1, 2008 through June 30, 2010.

Notwithstanding the foregoing, the provisions of Article IV, Salary Schedule, Section 5, Parity, shall be in effect during the foregoing periods.

3. Holidays – Delete the language of Article V, Fringe Benefits, Section 2: Holidays (pp. 12-13) and insert the language of Attachment B in its place.

4. Minimum Manpower – See Attachment C, ALS Understanding.

Note: Delete pages 53-55 of the current Collective Bargaining Agreement and insert Attachment C in its place.

5. Health Care and Retiree Health Care – See Attachment D. Eliminate from the Collective Bargaining Agreement, all other references to health care for active employees and retiree health care for new employees hired on or after July 1, 2008.

T.A. 6/24/08  
CJ Ideas  
G.W.

T.A.  
6/24/08  
G.W.

Note: Insert Attachment D into Article V, Fringe Benefits, Section 7, page 18, preceding the references to the Dental Plan presently referenced in paragraph C, page 19.

Delete Article V, Fringe Benefits, Section 7, page 19, paragraphs A and B.

Delete the Supplemental Agreement on page 62.

6. Training and Special Details - Insert the following language in Article VIII, General, page 33, as new Sections 7 and 8.

Section 7. Training. Training, other than designated night training, will be performed from 9:00 a.m. to 5:00 p.m., with a break for lunch. There will be no extra details on Sundays or Holidays. Further, no outdoors training, other than night and ice training, will be performed when the temperature is above 80 degrees or below 32 degrees.

Section 8. Special Details: Employees shall not be required to care for station lawns.

7. Exhibit 1, Wage Increase/Health Care Cost Matrix, Page 61 - Delete from the Collective Bargaining Agreement.
8. Fire Marshall - Delete all provisions of the Collective Bargaining Agreement pertaining to the Fire Marshall.

Note: Delete references to Fire Marshall and insert Fire Inspectors in Section 1, Recognition, paragraph A, page 2; delete Article III, Hours of Work and Overtime, Section 1 (B), page 6; in Section 4 (C), page 7, change Fire Marshall Certification School to Fire Inspection Certification School; delete Article IV, Section 4 (A), page 10; Revise Article V, Section 1 (B), page 11 as follows: For the purpose of this Article, a week's vacation for the Firefighting, Fire Inspection Division, and Maintenance Division is defined as one (1) work cycle consisting of three (3) twenty-four (24) hour work periods; revise the 1<sup>st</sup> sentence of paragraph E, page 11, as follows: Employees of the Firefighting, Fire Inspection, and Maintenance Divisions shall designate their preferred vacation periods in November of each year; Article V, Section 2 (A), Holidays, page 2, revise the 1<sup>st</sup> sentence as follows: Employees of the Firefighting, Fire Inspection, and Maintenance Divisions shall receive.....; Article V, Section 2 (B), page 13, delete; Article V, Section 3, page 13, revise the 1<sup>st</sup> sentence to read as follows: Employees shall be granted three (3) personal leave days per calendar year, such days to be used as vacation days; Article VII, Uniforms, Section 3, page 30, delete; Letter of Intent - Parity, paragraph 3, page 46, delete reference to Fire Marshall; and Wage Schedule, page 48, delete reference to Fire Marshall and insert reference to Fire Inspectors.

T.A. 6/24/08  
C. Mass  
D.W.

T.A.  
6/24/08  
C.H.

Insert the following language in Article VIII, General, as new Section 9.

Section 9. Fire Inspectors. Effective July 1, 2008, the Employer will designate three (3) current bargaining unit positions as Fire Inspectors. Fire Inspectors shall continue to perform their normal and regular responsibilities for fire suppression and serve as members of a Fire Inspection Division, performing inspections and other duties formerly performed by the Fire Marshall. The Fire Chief shall function as the Coordinator of the Fire Inspection Division. The Employer shall use the same administrative process for the appointment of bargaining unit members to the positions of Fire Inspector as it presently utilizes for appointments to the position of Sergeant.

9. Firefighter/Rental Housing Inspector -Delete all provisions in the Collective Bargaining Agreement pertaining to the Firefighter/Rental Housing Inspector.

Note: Article I, Section 1, Recognition, page 2, delete reference to Fire Fighter/Rental Housing Inspector; Article IV, Section 3, page 10, delete; Article IX, Sections 2 (A and B), page 34, delete references to Rental/Housing Inspector; Article XII, Assignments, Section 4 (A), page 39, delete reference to Rental Housing Division; Wage Schedule, page 48, delete reference to FF/Rental Housing Inspector; and Policies and Procedures, page 59, #4, delete reference to FF/Rental Housing Inspection Divisions.

10. Withdrawal of Grievances. The Association agrees to withdraw **and not to re-file the following grievances: Grievance No. 07-8, Grievance No. 08-2, Grievance No. 08-3 and Grievance No. 08-4. Such withdrawal shall be without precedent.**

11. All other provisions of the current Collective Bargaining Agreement, dated July 1, 2005, through June 30, 2008, which have not been modified herein shall continue in full force and effect.

CITY OF MONROE

MONROE FIREFIGHTERS ASSOCIATION  
AFL-CIO, LOCAL 326

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

T.A. 6/24/08  
C. J. Jones  
D.H.

T.A.  
C. J. Jones  
6/24/08  
C.H.

T.A. 6/24/08  
C. J. [Signature]  
D. [Signature]

ATTACHMENT A

T.A. 6/24/08  
C. J. [Signature]

FIREFIGHTER WAGES  
JULY 1, 2008 TO JUNE 30, 2010

		Daily Hourly Rate	Annually
Start through 6 months probation	1	\$13.5315	\$37,996.45
7 months through 12 months	2	\$14.1290	\$39,674.23
13 months through 18 months	3	\$14.7257	\$41,349.77
19 months through 24 months	4	\$15.1983	\$42,676.83
25 months through 30 months	5	\$16.0442	\$45,052.11
31 months through 36 months	6	\$16.7857	\$47,134.25
37 months through 42 months	7	\$17.4861	\$49,100.97
43 months through 48 months	8	\$18.2892	\$51,356.07
49 months and after	9	\$19.0309	\$53,438.77
8 year	10	\$19.1260	\$53,705.81
9 year	11	\$19.2211	\$53,972.85
10 year	12	\$19.3163	\$54,240.17
11 year	13	\$19.4115	\$54,507.49
12 year	14	\$19.5067	\$54,774.81

FIRE SERGEANT, ASSISTANT EMERGENCY VEHICLE  
MECHANIC TECHNICIAN, FIRE INSPECTORS

Start through 6 months probation	(104%)	\$20.2870	\$56,965.90
7 months to 12 months	(106%)	\$20.6772	\$58,061.58
13 months and after	(108%)	\$21.0673	\$59,156.98

FIRE LIEUTENANT, EMERGENCY VEHICLE  
MECHANIC TECHNICIAN

Start through 6 months probation	(105%)	\$20.4820	\$57,513.46
7 months to 12 months	(110%)	\$21.4574	\$60,252.38
13 months and after	(115%)	\$22.4328	\$62,991.30

FIRE CAPTAIN

Start through 6 months probation	(105%)	\$23.5544	\$66,140.76
7 months and after	(110%)	\$24.6760	\$69,290.21

T. A. 6/24/08  
CJH  
D. H.

## ATTACHMENT B

T. A.  
CJH  
6/24/08  
D. H.

### Section 2: Holidays

A. Employees of the Firefighting and Maintenance Divisions shall receive in addition to wages provided for in Article IV, one hundred and fifty-six (156) hours annually at each employee's forty (40) hour rate at the time of the holiday check. In the event that the City of Monroe officially recognizes any additional holiday, the members covered will be paid an additional 12 hours for each official holiday observed by the City:

New Year's Day  
Martin Luther King Day  
President's Day (Lincoln's Birthday)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Mayor's Day (day following Thanksgiving)  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

In order to be eligible for holiday pay an employee must work his ~~their first scheduled work day after the holiday, the last scheduled work day before the holiday and the next scheduled work day after the holiday,~~ or the day of the observance of the holiday, unless on an approved vacation, approved personal day, Kelly day, disability leave, extended sick leave, bereavement, excused day, or if the employee utilizes one-half sick day. The Fire Chief may require a physician's certificate in those instances when an employee is ill or injured. Failure to do so will result in a loss of holiday pay.

B. Holiday pay for the calendar year shall be paid once each year before June 30<sup>th</sup>.

T.A. 6/24/08  
CJH  
D. H.

T.A.  
CJH  
6/24/09  
C.H.

ATTACHMENT C

ALS UNDERSTANDING

1. The parties agree that mutual cooperation is necessary to implement and maintain the City's emergency medical ALS transport service in conformity with requirements of state licensing and other regulations emanating from P.A. 368 of the Public Acts of 1978; from P.A. 179 of the Public Acts of 1990 and any and all similar future laws, rules, regulations and requirements.
2. The City shall keep records of compensatory time. Employees will be able to use said compensatory time in hour increments when use does not cause overtime.
3. Compensatory time may be selected by the employee once all other time is selected during the regular November selection process. Compensatory time selected in 12 or 24 hour blocks will be treated as a personal<sup>1</sup> day and adhere to personal day rules. Compensatory time selected in less than 12-hour increments shall be done on a daily basis. Seniority shall govern its utilization.
4. The parties agree that 24 personnel will be required to have and maintain a Paramedic license before anyone can voluntarily remove himself or herself from the program. After the required number of persons are licensed, the most senior Firefighter trained and hired before 12-01-99, as a paramedic, will have the opportunity to voluntarily remove himself from the regular duties of the ALS unit. An employee wishing to withdraw from the program must provide a thirty (30) calendar day notice in writing to the Chief of Fire.

As a condition of continued employment, employees hired after December 1, 1999 shall maintain a Paramedic license and be credentialed according to Monroe County Medical Control.

5. The City will continue to provide necessary in-house continuing education training classes on a regular basis for each Paramedic, EMT and First Responder.
6. There will be no change in our current seniority system, however, employees understand that two Paramedics will be assigned to transporting vehicles, 24 hours a day, 7 days a week. When necessary, ambulance assignment will take precedence over position or seniority.
7. In order to provide for a minimum number of Paramedics, shift transfers may be necessary to balance shifts. These transfers shall be made giving

---

<sup>1</sup>This use of time is not to be construed as an additional Personal Day as permitted by the contract.

T.A. 6/24/08  
CJH  
D.W.

T.A.  
CJH  
6/24/08  
C.H.

consideration to seniority, and position held. All things being equal seniority shall prevail. Employees understand that seniority shift selection may be prohibited if a vacancy caused by that selection reduces the shift below the required eight (8) Paramedics, unless the replacement is a Paramedic. Captains will be excluded from the minimum number.

8. Paramedics assigned to headquarters will have the opportunity to use their seniority before the last junior Paramedic is sent to a satellite station. Paramedic Officers will function in a capacity defined by the Chief of Fire. Assignment to the transport vehicle shall be on the voluntary selection process based on seniority.
  
9. It is the City's prerogative to both implement or eliminate the BLS and ALS programs. It is also the City's responsibility for the daily maintenance of both of the programs while they are implemented. However, **effective July 1, 2008, and continuing** for so long as the City implements a BLS or ALS program, it shall maintain, at least **eight (8)** 24-hour personnel on duty at all times, and authorize up to **two (2)** 24-hour personnel to be off per day so that they may utilize paid vacation, Kelly and personal days, and compensatory time off as provided in this Agreement, even if overtime is required. Further, so long as the City maintains the foregoing programs and staffing levels as above provided, the City agrees to also maintain the following complement of personnel:

- 3 – Captains
- 3 – Lieutenants
- 3 – Sergeants
- 1 – Mechanic
- 2 – Assistant Mechanics
- 3 – Inspectors

(Inspectors shall have the same wage schedule as Sergeants)

- 15 – Firefighters

The Fire Chief will function as the Coordinator for the Fire Inspection Division.

10. It is hereby agreed that after Advance Life Support (ALS) implementation, the City and Association will meet quarterly or as requested to resolve any problems that will arise in the administration of the advance life support program.
  
11. Because of Firefighter/Paramedic burnout, blood born pathogens, airborne pathogens, and related stresses, Firefighters shall be precluded from working on their off-duty time for any other EMS, ambulance, rescue, hospital, clinic or health care facility in the capacity of a health care worker, unless specific written approval is granted by the Chief of the Department. Approval or disapproval may be changed at the Chief's discretion with a 45 calendar day notice.

T.A. 6/24/08  
C.P.H.  
D.H.

T.A.  
C.P.H.  
6/24/08  
D.H.

- 12. A Quality Assurance Committee of the Monroe Fire Department shall be instituted with members of the administration and personnel delivering services.
- 13. Paramedics understand that in order to provide a quality services to the community they must participate bi-monthly either by assignment to the transport vehicle or by participating at the Emergency Room of Mercy Hospital for at least four (4) hours. Hospital participation shall be done while on duty. Records of this participation shall be maintained in the Department's training files.
- 14. Beginning July, 2001, applicants for officer promotions must have a Paramedic license approved by the State of Michigan and be credentialed in accordance with Monroe County Medical Control. Sergeants must maintain their Paramedic license and be credentialed in accordance with Monroe County Medical Control to maintain their rank. Exceptions to the above will be current officers who are not licensed Paramedics.
- 15. Except as set forth in paragraph 4 above, any Paramedic who loses his/her credentialing voluntarily or involuntarily, will be given up to 3 months in which to get credentialed. The City will provide remedial training and work with Monroe County Medical Control to assist with this credentialing.
- 16. Paramedics who are off duty during Monroe County Medical Control credentialing will be compensated in accordance with training overtime provisions of the contract.

Agreed to this 3rd day of June, 2008.

CITY OF MONROE:

FIREFIGHTERS ASSOCIATION:

\_\_\_\_\_  
George A. Brown, City Manager

\_\_\_\_\_  
Derek Whittaker, President

\_\_\_\_\_  
Peggy A. Howard, Human Resources  
Director

\_\_\_\_\_  
Clement Hess, Vice President

\_\_\_\_\_  
William E. Bert, Chief of Fire

T.A. 6/24/08  
C.J.H.  
D.W.

T.A.  
C.J.H.  
6/24/08  
C.H.

ATTACHMENT D  
HEALTH CARE

Section 1. Health Care Benefit Plans.

A. Employees Hired Prior to 7/01/08.

- (1) Effective 8/01/08, the Employer agrees to provide each full-time employee hired prior to 7/01/08 his choice of coverage under one of the following plans:
  - a. A Blue Cross/Blue Shield of Michigan Community Blue PPO-1 Plan (Current Plan), with \$250 preventative services per member per year and Express Scripts Rx \$5 co-pay, brand name \$12 co-pay, and mail order with Express Scripts Rx \$3 co-pay. Employees shall pay the difference between the illustrated premium cost of the coverage level selected under this Plan (i.e., employee, employee and spouse, employee and child(ren), and family) and the illustrated premium cost for the same coverage level under the Blue Cross/Blue Shield of Michigan Community Blue PPO-6 (Base Plan-Option 2) described in Paragraph c below.
  - b. A Blue Cross/Blue Shield of Michigan Community Blue PPO-1 Plan (Option 1), with \$500 preventative services per member per year and Express Scripts Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, brand name non-preferred formulary \$30 co-pay, and mandatory purchase of all maintenance drugs through mail order with Express Scripts Rx generic mandate \$30 co-pay, brand name preferred formulary \$60 co-pay, and brand name non-preferred formulary \$90 co-pay. Employees shall pay the difference between the illustrated premium cost for coverage level selected under this Plan (i.e., employee, employee and spouse, employee and child(ren), and family) and the illustrated premium cost for the same coverage level under the Blue Cross/Blue Shield of Michigan Community Blue PPO-6 (Base Plan-Option 2) described in Paragraph c below.
  - c. A Blue Cross/Blue Shield of Michigan Community Blue 90/10 PPO-6 Plan (Base Plan-Option 2), with \$500 preventative services per member per year and the Express Scripts Rx generic mandate \$10 co-pay, brand name

T.A. 6/24/08  
CJH  
D.W.

T.A.  
CJH  
6/24/08  
D.W.

preferred formulary \$20 co-pay, brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Express Scripts Rx generic mandate \$30 co-pay, brand name preferred formulary \$60 co-pay, and brand name non-preferred formulary \$90 co-pay. The employee selecting this option shall be provided coverage for employee, employee and spouse, employee and child(ren), and family. Employees selecting this Plan option shall not be required to contribute to its illustrated premium cost.

- (2) Effective 1/01/09, each full-time employee hired prior to 7/01/08 shall be provided the option of selecting coverage under the Flexible Blue PPO-3 High Deductible Health Care Plan (Option 3), with a Health Savings Account. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible. After payment of the applicable in-network deductible in each calendar year, the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. After payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year. The Employer shall make an annual contribution to the HSA in an amount of \$1,500 for employee coverage, and \$3,000 for employee and spouse, employee and child(ren), and family coverage. Employees may make contributions to the Health Savings Account in accordance with the provisions of the Internal Revenue Code and the related regulations. Employee contributions shall be made on a bi-weekly basis, through automatic payroll withholding, in accordance with the Employer's administrative procedures.

- (3) The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Preceding each such adjustment, the Employer will provide an open enrollment period during which time employees will be permitted to change their coverage selections.

inform employees of the adjustment and

B. Employees Hired On Or After 7/01/08.

During the period 7/01/08 through 12/31/08, the Employer will provide each regular full-time employee hired 7/01/08 and after, the same health care plans it offers to other full-time employees.

Effective 1/01/09, all employees hired 7/01/08 and after who desire health care coverage through the Employer shall participate in the Flexible Blue PPO-3 High Deductible Health Care Plan (Option 3), with

T.A.  
6/24/08  
CH

a Health Savings Account, described in Section 1, A, (2) above.

Section 2. Spousal Coverage Limitations. Notwithstanding any other provision of this Agreement to the contrary, if an employee's spouse works for an employer, other than the City of Monroe, who provides medical coverage, such spouse shall be required to elect employee only medical coverage through his/her employer, so long as the spouse's monthly contribution to the premium does not exceed one-third (1/3) of the total premium cost of employee only coverage. In such circumstance, the City of Monroe's Plan shall provide secondary coverage. If the spouse's contribution exceeds one-third (1/3) of the total cost of employee only coverage, the spouse will not be required to participate in his/her employer's plan, in which event the Employer will provide primary coverage.

Section 3. Health Care Waiver Incentives.

A. Total Waiver of Health Care Coverage

1. Employees who have health care benefits provided through a source, other than the City of Monroe, may waive their rights to health care benefits provided by the Employer under this Agreement. An employee who expressly waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City of Monroe, will receive a cash payment (not to be added to base salary) of \$1,000 per year, payable in the first week in December of each calendar year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.
2. An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he/she demonstrates that he/she can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse and Dependent Children Only

1. Any employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.
2. An employee who waives all health care coverage for only his/her spouse, will receive a cash payment of \$500 per year, payable in the first week in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500 payment.
3. An employee who has waived all coverage for his/her spouse and all dependent children, will receive a cash payment of \$750 per year,

T.A. 6/24/08  
C.J.H.  
W.S.M.

T.A.  
C.J.H.  
6/24/08  
C.H.

payable in the first week in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$750 payment.

4. An employee who has waived health care benefits coverage under the Employer's plan for his spouse and dependent children may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source.

Section 4. Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the Internal Revenue Code and related regulations. Coverage shall commence on the employee's 91<sup>st</sup> day of continuous employment.

Section 5. To be eligible for health care benefits, an employee must document all coverage provided under his/her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

The Employer reserves the right to change its third party administrator and/or the carrier(s) plan(s), and/or the manner in which it provides for the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 6. The provisions provided herein supersede and cancel all prior agreements between the parties related to health care benefits for active employees, their spouses and eligible dependents.

Employer Proposal  
June 12, 2008

T.A. 6/24/08  
*[Handwritten signature]*

T.A.  
*[Handwritten signature]*  
6/24/08  
CAH

RETIREE HEALTH CARE BENEFITS FOR EMPLOYEES HIRED ON OR AFTER 7/01/08 ONLY

Notwithstanding any other provision(s) of this Agreement to the contrary, all employees hired on or after 7/01/08, are expressly excluded from retiree health care benefits provided in this Agreement. In lieu of said benefits, all full-time employees hired on or after 7/01/08, shall be required to participate in the Employer's Retirement Health Savings Plan. Employees shall contribute 3% of base pay to the Plan. Such contributions shall be made on a bi-weekly basis through automatic payroll withholdings. The Employer shall similarly contribute 3% of each eligible employee's base pay to the Plan on a bi-weekly basis. All employees hired on or before 6/30/08, are expressly excluded from participation in the Employer's Retirement Health Savings Plan as herein provided.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Employment Agreement

**DISCUSSION:**

At the June 16, 2008 Council meeting the City Council approved the re-appointment of Thomas Ready as Monroe City Attorney and the engagement of his law firm to provide legal services for all routine matters and prosecutions. As a result the term of appointment for the City's in-house attorney, Timothy Laitur will expire on June 30, 2008.

To assist with the smooth transition through the changes in the provision of legal services Mr. Laitur has agreed to remain employed by the City under terms of an employment agreement until August 30, 2008. This will also provide Mr. Laitur with a window of time to take advantage of the potential Hybrid retirement window that Council will consider adopting at the Council meeting on July 7, 2008.

It is my recommendation that the City Council approve the accompanying employment agreement with Tim Laitur and appoint him as Assistant City Attorney, for the period July 1, 2008 through August 30, 2008.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** July 26, 2008

**REASON FOR DEADLINE** Expiration of current appointment and provision for transition services

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** George A. Brown, City Manager

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** All using legal services

## **FINANCES**

<b>COST AND REVENUE PROJECTIONS:</b>		
	Cost of Total Project	\$ 18,161
	Cost of This Project Approval	\$ 18,161
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
			\$ N/A
	City Attorney Adopted FY2009 Budget		\$ N/A
			\$ N/A
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** George A. Brown, City Manager

**DATE:** June 25, 2008

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** Special Meeting on June 26, 2008

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the \_\_\_\_ day of June, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Timothy J. Laitur, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment as Assistant City Attorney, upon and subject to the terms and conditions herein set forth. This Agreement shall commence July 1, 2008, and shall continue through and including August 30, 2008.
2. **Duties and Responsibilities.** The Employee will serve in the capacity of Assistant City Attorney under the direct supervision of the City Manager.
3. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee a bi-weekly salary of \$2,547.11, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.
4. **Hours of Work.** Employee's work schedule will be determined by the City Manager, in consultation with the Employee.
5. **Residency.** The Employee shall continue to maintain residency within 20 miles of the City.
6. **Employee Benefits.** Employee shall receive medical, dental, and life insurance, sick leave, vacation leave, and personal leave in accordance with the policies of the City.
7. **At-Will Employment.** The Employee shall serve at the will of the City and either party may terminate the employment relationship at any time, with or without cause.
8. **Headings.** The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
9. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City Manager, or sent to the City Manager by certified mail.
10. **Entire Agreement.** Employee and the City declare and represent that they fully understand the terms of this Agreement and that no promise, inducement or agreement has been made except as expressly provided herein, and that this Agreement contains the entire agreement between the parties.

11. **Invalidity**. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.
12. **Assignment**. This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
13. **Governing Law**. It is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement upon this \_\_\_\_ day of June, 2008.

EMPLOYEE

CITY OF MONROE

\_\_\_\_\_  
Timothy J. Laitur

By: \_\_\_\_\_  
George A. Brown, City Manager



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Implementation Actions for 2008-2009 Fiscal Year Budget

**DISCUSSION:** The City Council has adopted a General Fund budget for fiscal year 2008-2009 that indicates that significant reductions in Police and Fire personnel overhead will need to be achieved prior to July 1, 2008, as compared with levels of the 2007-2008 fiscal year. Recognizing significant prior reductions in personnel overhead in other city departments and operations, the Council identified personnel overhead reductions in the Police and Fire Departments' budgets as the means to achieve a balanced budget and while maintaining a reasonable expenditure-effort for capital-infrastructure reinvestment. Many of those reductions can only be achieved by a combination of reductions in personnel and employee benefit costs or by reductions in personnel alone. Since both Police and Fire Department personnel are unionized, employee benefit cost reductions can only be achieved through collective bargaining.

Therefore, I am recommending that the Mayor and City Council direct City administration to undertake the necessary cost reduction measures needed to implement and achieve the 2008-2009 fiscal year budget objectives. These may include involuntary reductions in personnel (layoffs), if the necessary combination of reductions in personnel through attrition and reductions in employee benefit costs are not achieved by the beginning of the 2008-2009 fiscal year, or as soon thereafter as practical.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** June 30, 2008

**REASON FOR DEADLINE:** Fiscal year 2008-2009 begins on July 1, 2008

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** City Manager

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Police and Fire Departments

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ N/A
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** George A. Brown, City Manager

**DATE:** June 25, 2008

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** June 26, 2008 Special Meeting