
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.

**AGENDA - CITY COUNCIL SPECIAL MEETING
MONDAY, APRIL 11, 2011
7:00 P.M.**

- I. CALL TO ORDER.**
- II. ROLL CALL.**
- III. CLOSED EXECUTIVE SESSION TO DISCUSS LAND ACQUISITION.**
- IV. 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.)
 - 66 Firefighters Local 326 / Ratification
 - 1. Communication from the Director of Human Resources, submitting the tentative agreement between the City of Monroe and Monroe Firefighters Association, AFL-CIO, Local 326, and recommending that Council approve the amended Letter of Understanding attached, removing the conditional language noted above, be approved.
 - 2. Supporting documents.
 - 3. Action: Accept, place on file and the recommendation be carried out.
- V. ADJOURNMENT.**



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FIREFIGHTERS RATIFICATION

DISCUSSION: The City of Monroe and the Monroe Firefighters Association, IAFF Local 326, representing the firefighters, have reached a tentative agreement effective 4/06/11.

The highlights of the Agreement are as follows:

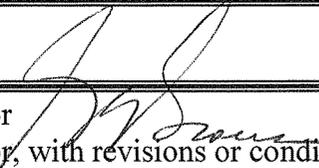
1. In recognition of the elimination of future retirement bonus payments, the City will make a lump-sum payment equal to 100% of the amount paid to each employee as a sick leave bonus from the date of their employment through January, 2010.
2. Employees hired on or after July 1, 2008 will receive a reduced pension multiplier of 2.5% and a reduced COLA benefit of 2%.
3. Employees who retire will receive the same healthcare benefits in retirement as the active workforce. Employees in command positions, who apply to retire prior to 6/30/11, and who retire on or before 12/31/11, will receive the same healthcare benefits in retirement that they received on their last day of active employment.

For each year of credited service (up to a maximum of 25 years credited service), the City will pay an amount equal to 4% of the illustrated premium cost of coverage under its Base Health Care Plan-Option 2 to provide health care benefits for the retiree and his/her eligible dependents. The City will then apply such amount toward the cost of the plan selected by the retiree. Retirees will pay the remaining portion of all costs, if any, of the plan selected.

4. Employees hired on or after 7/01/08, will no longer be eligible for longevity pay.
5. Employees who retire on or after March 15, 2011 through and including December 31, 2011, will be offered the same Voluntary Early Retirement Program as police command officers.

THEREFORE, I wish to recommend that City Council approve the tentative agreement. The terms of which will be incorporated in the Monroe Firefighters Association collective bargaining agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 11, 2011

REASON FOR DEADLINE:

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

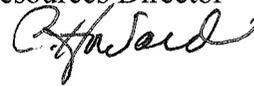
SOURCE OF FUNDS:	City	Account Number	Amount
			\$ N/A
	Other Funds		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

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

DATE: 4/07/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: 4/11/11

**Financial Impact Analysis
Fire Union Settlement
April 11, 2011**

Base Wages (Current): 1,251,738
(18 Employees)

Fringe Benefits (Current): 1,425,037

Total Wage and Fringe Benefit
Cost (Current): 2,676,775

* - 22.91% Retiree Health Care, 25.56% Pension

Analysis of Changes Made to Contract: Note: All costs include associated fringe benefit cost changes		Year 1	Long Term	Footnotes
1	Grievance 10-13 Deletion	779.57	-	
2	Eliminate Retirement Termination Bonus equivalent to sick pay bonuses paid during employees career	(13,484.00)	(13,000.00)	A
3	Decrease Pension Multiplier from 2.65 to 2.5 and reduce COLA to 2% for new hires.	-	-	P
4	Eliminate Retiree Health Care Defined Benefit Plan for New Hires and replace it with a Retirement Health Savings Plan (3% employee contribution/3% employer contribution)	-	(360,592)	X/A
5	Full Mirroring of current defined benefit retiree health care plan and cap on City annual cost at 4% per years of service	-	(3,900,000.00)	R
6	Voluntary Early Retirement Program	-	-	P
7	Eliminate Longevity for New Hires	-	(10,930.00)	A
Total Cost/(Savings)		<u>(12,704.43)</u>		
		-0.47%		

X - ULTIMATE BUDGET REDUCTION IF ALL EMPLOYEES WERE ON RETIREE HEALTH SAVINGS PLAN. REDUCES CURRENT CONTRIBUTION RATE OF 30.16% TO 3%.

A - LONG TERM COST/(SAVINGS) REPORTED ON ANNUAL BASIS

P - NEEDS TO BE CALCULATED BY PENSION SYSTEM ACTUARY

R - ESTIMATED AT \$300,000 PER RETIREE - DEPENDS ON LEVEL OF FUTURE HEALTHCARE CHANGES

Mediator's Proposal for Settlement
March 8, 2011 (updated April 5, 2011)

1. Cover Page: Amend Cover Page to reflect the dates July 1, 2010 through June 30, 2011.
2. Duration: Amend the Duration provision to reflect that the Agreement shall be effective 12:01 a.m. on the 1st day of July 2010 and expiring 11:59 p.m. on the 30th day of June 2011; update signatories to the Agreement.
3. Grievances: The Union withdraws, with prejudice, Grievance's 10-03 (Parity). The City withdraws its letter of March 10, 2010, re: Parity.

The Union further agrees that an Assistant Emergency Vehicle Mechanic Technician position shall be eliminated by the Employer and page 52 of the parties' current collective bargaining agreement re: a third mechanic, shall be deleted. Also, in consideration of the Employer's agreement to pay Thomas Milsaps the sum of \$750, the Union hereby withdraws, with prejudice, Grievance No. 10-13 (Assistant Mechanic).

4. Retirement Bonus Payment: Employees shall not be eligible to earn a retirement bonus payment based upon the accumulation of earned unused sick leave after December 31, 2009. In recognition of the elimination of future retirement bonus payments, the Employer agrees that it shall make to each employee a lump-sum payment equal to 100% of the amount paid to the employee as a sick leave bonus from the commencement of his/her employment with the Employer through January, 2010. This payment shall be made on or before April 30, 2011, and shall not be included in the calculation of an employee's final average compensation and retirement benefits under the City of Monroe Employees' Retirement System.
5. Pensions and Retiree Health Care: See Attachment 1.
6. Longevity: See Attachment 2.
7. Voluntary Early Retirement Program. See Attachment 3.
8. Agreement: Append Attachment 4 to the new Agreement.
9. Delete the Map (p. 56) and the expired Attachment B, ALS Understanding (pp. 43-45) from the expired Agreement.
10. Delete the reference to Retirement Bonus Payment (5) on p. 41 of the expired Agreement.
11. **Article V, Fringe Benefits, Section 4. Sick Leave and Unscheduled Absences: Delete paragraph C. Retirement Bonus Payment; re-letter the remaining paragraphs of Section 4; Delete reference to Retirement Bonus Payment in the Index.**

12. Remainder of Contract as is.

ATTACHMENT 1

ARTICLE V

FRINGE BENEFITS

Section 5. Pensions.

A. Employees Hired on or Before June 30, 2008.

This section is intended to detail the changes that took effect as a result of the Pension negotiations between the City of Monroe; Monroe Firefighter's Association in 1994 & 1995. The changes are retroactive to January 1, 1994 and were agreed to by the parties on July 27, 1995. These are the major points of Agreement between the parties:

(1) The benefit provisions to the members of the benefit group fire are effective for all members who retire on or after January 1, 1994.

(2) The amount of retirement benefit for each person described in Paragraph A (1) shall be redetermined annually on the anniversary of retirement.

(3) The redetermined amount shall be the original monthly amount payable at retirement increased by 3% for each whole year of retirement; provided inflation (as measured by the CPI) has been at least that much. Increases do not compound. Beginning with the July 1, 1998 Contract the 3% retirement increase will be fixed. This applies to retirements after that date. The redetermined amount shall be the original monthly amount payable at retirement increased by 3% for each whole year of retirement. Increases do not compound.

(4) The redetermined amount shall be reduced (but not below the original monthly amount) by any amount received from the Reserve for Retired Life Benefit increases prorated over 12 months.

- a. Eliminate annuity withdrawal for new hires effective on ratification. For present employees, effective January 1, 1993, if the employee elects annuity withdrawal, they may not also elect health insurance coverage for dependent children upon retirement.
- b. Add health insurance coverage for dependent children of future retirants effective upon ratification.
- c. Pensions plan issues will become subject to renegotiating along with all other wage and benefit issues at the expiration of the new 1995 labor agreement.
- d. Above is contingent on IRS approval of amendments to retirement plan.

- e. The employee contribution will be 6% of pay before taxes as permitted by I.R.C. Section 414(h). Effective July 1, 2002, the employee contribution will be 5.5% of pay before taxes as permitted by I.R.C. Section 414(h).

(5) Final Average Compensation includes base salary, longevity pay, holiday pay overtime pay, and the value of eighteen (18) unused sick days. The value of the eighteen (18) unused sick days shall be equal to the sick pay bonus paid to the retiring member in his last three years, but does not include unused sick or vacation payment. The benefit formula is 2.5% of Final Average Compensation for all years of service. Effective January 1, 2002, the benefit formula is 2.65% of Final Average Compensation for all years of service with a cap of 80% and Final Average Compensation frozen after 30.2 years of service.

No further employee contribution will be required after the employee has attained 30.2 years of service.

(6) Retirement at age fifty (50) with twenty-five (25) years of service remains as was previously negotiated. Reference 1977 Collective Bargaining Agreement.

(7) Final average compensation to be determined by the average of the highest three (3) years of the last ten (10) years of total compensation with Final Average Compensation frozen after 30.2 years of service.

~~Effective January 1, 1982, the City shall provide hospitalization coverage for new retirees and spouse at a minimum retirement from the Police and Fire Departments. If the retiree desires coverage for other dependents still under his or her care, he or she shall bear that cost. If the cost of the dependents coverage dictates an increase or decreases in those premium rates, then payment adjustments will be made at that time. Coverage for the retiree and spouse will be at the regular employee levels until the retiree is covered under Medicare. If the retiree and spouse are covered under Medicare, then the City will provide supplemental coverage as required.~~

~~————— In the event that a retiree obtains employment elsewhere after his or her retirement where hospitalization is provided, the City shall not provide coverage while the retiree is so employed. The retiree will yearly provide the City with an update on his or her status. Upon termination of subsequent employment, the retiree, after giving notice to the City, will resume with the City retiree hospitalization insurance in effect at the time of return.~~

~~————— Also, if the employee (retiree) is employed long enough to obtain a pension and health insurance as provided, equal or greater than that provided to the retiree as a City retiree, the City will have no liability for hospitalization insurance.~~

~~Upon death of a retiree, the City's obligation shall continue until the death or remarriage of the spouse.~~

(8) Members of the Police and Fire Units of the City of Monroe retiring during the effective period of this contract pursuant to Sections 11, 12, or 13 of Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

- a. The effective date of retirement.
- b. The effective date of benefit commencement.
- c. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event that more than three (3) members exercise this option during a calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this Agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This Agreement applies only to contributions made on account of employment with the City of Monroe. Contributions, if any, applied to the purchase of military service or the service under another retirement system are specifically excluded from this Agreement.

(9) Employees of the Fire Department must file an Application for Service Retirement with the Human Resources Department, 90 Days prior to retirement.

(10) Retroactive Pension Benefits. The parties recognize that employees are eligible to retire during negotiations and after the expiration date of the present contract. Provided that the contract is extended by mutual agreement in accordance with P.E.R.A., those eligible employees may retire during this time and will be entitled to any pension improvement agreed to or awarded as a part of the final settlement.

B. Employees Hired On or After July 1, 2008

(1) General. Subject to the terms and conditions hereinafter provided, employees hired on or after July 1, 2008, shall also participate in the City of Monroe Employees' Defined Benefit Retirement Plan now in effect. Such employees shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 32 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 50 or older with 25 or more years of credited service, age 55 or older with 10 or more years of credited service, or age 60 or older with 5 years of credited service.

The monthly benefit formula for employees hired on or after July 1, 2008, who retire under this Plan shall be 2.5% of the employee's final average compensation

multiplied by his/her years of credited service up to a maximum of 32 years of credited service, and capped at 80% of final average compensation. Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his/her employment. Final average compensation shall be frozen after 32 years of service. Final average compensation shall include base salary, ~~shift differential~~, holiday pay and overtime pay. Except as above provided, final average compensation shall not include unused sick leave and vacation lump sum payments, and any other payments not expressly referenced above as being included in final average compensation.

(2) Cost of Living Adjustments. Employees hired on or after July 1, 2008, shall also receive an annual two percent (2%) cost-of-living adjustment, commencing on the completion of one year of retirement during which he/she has been receiving monthly benefits. Cost-of-living adjustments shall not be compounded.

(3) Employees of the Fire Department must file an Application for Service Retirement with the Human Resources Department, 90 Days prior to retirement.

(4) Retroactive Pension Benefits. The parties recognize that employees are eligible to retire during negotiations and after the expiration date of the present contract. Provided that the contract is extended by mutual agreement in accordance with P.E.R.A., those eligible employees may retire during this time and will be entitled to any pension improvement agreed to or awarded as a part of the final settlement.

Section 6. Retiree Health Care.

A. Employees Hired On or Before June 30, 2008.

(1) General. Subject to the requirements hereinafter provided, current regular full-time employees hired on or before June 30, 2008, who sever employment for purposes of immediate retirement and, concurrent therewith, commence receiving benefit payments under the City of Monroe Employees' Retirement System referenced in Section 5 (A) above, shall be eligible for health care benefits for himself/herself, his/her spouse and, except for those who elect annuity withdrawal as provided in Section 5 (A) (8) above, his/her eligible dependents.¹

Until the retiree and/or his/her spouse becomes eligible for Medicare, the healthcare benefit plans to be provided under this provision to firefighters who retire on or after

¹ "Spouse" means an employee's spouse by legal marriage at the time of the employee's retirement, and provided that the marriage status exists at the time expenses for medical claims under this Agreement are incurred. A retiree who remarries after the effective date of his/her retirement is not eligible to add a new spouse for healthcare benefits under this Agreement. A spouse who is covered under this Agreement at the time of a retiree's death may continue to participate in the benefits provided under this Agreement as long as the spouse receives the retiree's survivor payments under the Retirement System. If the spouse of a retiree remarries after the retiree's death, his/her new spouse is not eligible to receive healthcare benefits under this Agreement.

"Dependent" shall be as defined under the federal Patient Affordable Care Act.

January 1, 2012, shall be the same as those the Employer provides its active employees,² with the exception that the Employer's contribution toward the cost of each of the healthcare plans offered shall be based upon each retiree's credited service at the time of his/her retirement and the illustrated premium cost of coverage³ under the Employer's Base Health Care Plan-Option 2. For each year of credited service⁴ (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of the illustrated premium cost of coverage under its Base Health Care Plan-Option 2 to provide health care benefits for the retiree⁵ and, where applicable, his/her eligible spouse and dependents. The Employer shall then apply such amount toward the cost of the plan selected by the retiree. Retirees shall pay the remaining portion of all costs, if any, of the plan selected. The retiree's contributions shall be made through automatic withholding from his/her monthly pension benefits.

To receive health care benefits under this Agreement, the retiree must timely pay all applicable monthly premiums and, when eligible, enroll and thereafter maintain his/her participation in Medicare Part B benefits. The retiree and, where applicable, the retiree's spouse and/or eligible dependent(s), shall be responsible for all associated costs of Medicare Part B enrollment and participation.

When the retiree and his/her spouse become eligible for Medicare Part B benefits, the Employer shall thereafter provide the retiree and/or his/her spouse Blue Cross and Blue Shield of Michigan Blue Traditional Supplemental Coverage (Blue Cross Option 2 and Blue Shield Option 1 with Master Medical 65), and the same prescription drug benefits the Employer provides its active employees.⁶ The Employer will pay the same percentage share of the cost of such supplemental coverage and prescription drug benefits for eligible retirees, spouses and dependents as it would have paid for coverage under its Base Health Care Plan-Option 2 prior to the retiree and his/her spouse becoming entitled to Medicare. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits.

The Employer hereby expressly and unqualifiedly reserves the right to change benefits from time to time for the retiree, his/her spouse and dependents, to reflect the changes in coverage the Employer provides its active employees.

² Eligible employees who apply to retire prior to June 30, 2011, and who retire on or before December 31, 2011, shall be provided in retirement the same benefit options, and shall have the same participant cost obligations, as exist for active employees as of June 30, 2011.

³ As used in this Agreement, "illustrated premium cost of coverage" refers to those illustrated premium costs as calculated and provided to the Employer by the respective plan providers.

⁴ For purposes of this provision, credited service shall be as defined under the City of Monroe Employees' Defined Retirement Plan.

⁵ Notwithstanding the foregoing, duty disability retirees (and their eligible spouses) shall be entitled to 100% of the illustrated premium cost of coverage under the Employer's Base Health Care Plan-Option 2 if they are disabled by a qualifying action. The eligible spouses of employees who are killed in the line of duty as a result of a qualifying action shall also be entitled to 100% of the illustrated premium cost of coverage under the Employer's Base Health Care Plan-Option 2. A qualifying action shall consist of any activity which results in an employee's death or injury while in the line of duty.

⁶ Retirees and/or their eligible spouses who do not meet the eligibility requirements for Medicare benefits shall continue to receive the health care benefits for which they are otherwise eligible under this Agreement.

(2) **Enrollment for Retiree Benefits.** Enrollment for coverage shall be made on forms provided by and filed with the Employer. In connection with his/her enrollment for coverage, a retiree shall furnish all pertinent information requested by the Employer including, but not limited, the names, relationships and birth dates of the retiree's spouse and dependents. The Employer may rely upon all such forms and information furnished.

(3) **Required Annual Reporting.** Each retiree shall annually provide the Employer's Human Resources Department with a signed affidavit indicating whether or not he/she and his/her spouse are employed and/or receiving health care benefits through another source. Retirees (or upon the death of the retiree, the retiree's eligible spouse) who fail to report such employment and/or receipt of health care benefits from another source, or falsify such affidavit, shall forfeit all health care benefits under this Agreement for himself/herself and his/her spouse and dependents.

(4) **Coordination of Benefits.** To receive health care benefits under this Agreement, retirees and spouses must cooperate in the coordination of coverage to limit the Employer's expense in accordance with applicable law.

If an expense is paid by the Employer on behalf of a retiree or a retiree's spouse, and such expense subsequently is paid from any other source, in whole or in part, the retiree or spouse shall assist the Employer in recovering an amount equal to the duplicated benefit. In addition, the Employer may reimburse any other health care plan, person or entity that has paid an expense on behalf of a retiree or spouse that is an expense payable under this Agreement. In such event, the Employer shall be relieved of all further responsibility with respect to that expense.

(5) **Post Retirement Employment.** In the event a retiree obtains employment following his/her retirement from the Employer and is provided health care benefits through that employment, the Employer shall not provide coverage while the retiree is so employed. Upon termination of subsequent employment or loss of coverage resulting in a "qualifying event", the retiree, after giving notice to the Employer, shall be eligible to receive the health care benefits provided under this Agreement.

(6) **Termination of Benefits.** Notwithstanding the foregoing, if the retiree is employed long enough to obtain retiree health benefits through another employer and such benefits are equal to or greater than those provided to the retiree by the Employer, the Employer shall have no further obligation to provide health care benefits to the retiree, his/her spouse or dependents under this Agreement.

Further, except as otherwise provided herein, health care benefits provided under this Agreement shall terminate on the earliest of:

- non-payment of any required contributions to the Employer;
- the loss of spouse or dependent status; or
- failure to enroll for and maintain Part B Medicare Benefits upon reaching Social Security Normal Retirement Age, if the retiree or his/her eligible spouse is eligible for such benefits.

Section 8. 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.~~

B. Employees Hired On or After July 1, 2008

All employees hired on or after July 1, 2008, are expressly excluded from health care coverage provided in Section 6 (A) above. In lieu of said benefits, all full-time employees hired on or after July 1, 2008, shall participate in the Retiree Health Care Savings Plan established by the Employer. All covered employees and the Employer shall contribute to the Plan. Employees employed from July 1 through June 30 of each year shall contribute 3% of the average annualized base wages of all regular full-time employees of the City of Monroe, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. The Employer shall contribute an equal amount to the Plan on behalf of each employee concurrent with the employee's contribution. Employee's employed less than a full 12 month period extending from July 1 - June 30 shall make prorated contributions. Such contributions shall be payable during the period of the employees actual employment in biweekly increments equal to 1/26th of the maximum amount subject to contribution by individuals employed the entire 12 month period.

All employees hired on or before June 30, 2008, are expressly excluded from participation in the Retiree Health Care Savings Plan established by the Employer as herein provided.

ATTACHMENT 2

ARTICLE V

FRINGE BENEFITS

Section 11. Longevity Pay. Employees hired on or after July 1, 2008, shall not be eligible for longevity pay.

The City shall provide a longevity pay plan and payments annually in the following manner. Effective July 1, 1999, the longevity payment shall be as follows:

After 1 year to 5 years	No Payment
After 5 years to 10 years	30.00*
After 10 years to 20 years	35.00*
After 20 years	40.00*

(* = Times Years of Service)

The City of Monroe between December 1st and December 15th of each year shall issue special payroll checks to all employees eligible for the above longevity pay plan. The City shall continue all current administrative procedures regarding the longevity pay plan.

ATTACHMENT 3

LETTER OF UNDERSTANDING

The City of Monroe, Michigan (the "Employer") and the Monroe Firefighters Association, IAFF, Local 326 of Michigan (the "Association") agree to offer a Voluntary Early Retirement Program ("Program") for employees who retire on or after March 15, 2011, through and including December 31, 2011, with twenty-five (25) or more years of credited service, **regardless of age**. For purposes of this Memorandum, "credited service" shall be as defined in the City of Monroe's Retirement System.

Participation in the Program is entirely voluntary. Employees choosing to participate in the Program shall waive all seniority rights and all rights of continued employment and reemployment with the City, and execute the Employer's Voluntary Early Retirement and Waiver Agreement (Exhibit 1) on the date immediately preceding the effective date of their retirement.

The adoption of the Program shall not be construed to prohibit or otherwise restrict or limit the City's right to reduce staff or otherwise exercise of any of its management rights under the parties' collective bargaining agreement and applicable law.

EXHIBIT 1

SAMPLE DOCUMENT

VOLUNTARY EARLY RETIREMENT AGREEMENT

This VOLUNTARY EARLY RETIREMENT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 20____, by and between the City of Monroe (hereinafter "City") and _____, an individual (hereinafter "_____"). The City and _____, hereby agree as follows:

1. _____ may retire under the City of Monroe Voluntary Early Retirement Program for members of the Monroe Firefighters Association ("MFA"), Local 326 (the "Program"), subject to and in accordance with the provisions provided therein.

2. _____ agrees that he forfeits and waives his seniority and any and all rights to future employment with the City.

3. _____ acknowledges that he has read and fully understands the terms of this Agreement.

4. _____ understands and agrees that he is advised to consult with an attorney prior to executing this Agreement.

5. _____ acknowledges that he has been provided with a copy of the document entitled "Eligibility List: City of Monroe Voluntary Early Retirement Program for members of the MFA Local 326" which discloses the job titles and ages of all individuals eligible to participate in the Program, as well as the job titles and ages of all individuals not so eligible.

6. _____ acknowledges that he has been given more than forty-five (45) days to consider the terms of this Agreement before signing it. _____ further acknowledges that if he signs this Agreement before the full forty-five (45) day period has elapsed, he has knowingly and voluntarily chosen to do so.

7. _____ acknowledges that he may revoke this Agreement within seven (7) calendar days of signing, and that this Agreement will not become effective or enforceable until the revocation period has expired. _____ understands that any revocation, to be effective, must be in writing and either (a) postmarked within seven (7) calendar days of execution of this Agreement and addressed to Ms. Peggy A. Howard, Human Resources Director, City of Monroe, 120 E. First Street, Monroe, Michigan 48161 or (b) hand delivered within seven (7) calendar days of execution of this Agreement to Ms. Peggy A. Howard at the address provided above. _____ understands that if revocation is made by mail, mailing by certified mail, return receipt requested, is recommended to show proof of mailing.

8. _____ acknowledges that he is entering this Agreement voluntarily, and that no coercion, duress, or undue influence, either direct or indirect, has been exerted upon _____ to enter into this Agreement. _____ further agrees that he has not

relied upon any oral statements or explanations made by the City, the Association or their respective representatives in executing this Agreement.

9. This Agreement represents the complete agreement between _____ and the City concerning the subject matter in this Agreement and supersedes all prior agreements, understandings, or statements regarding the provisions of this Agreement, whether written or oral. No attempted modification or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by _____ and the Human Resources Director for the City.

10. To the maximum extent permitted by law and in consideration of benefits provided under this Program, _____, for himself and his family, heirs, executors, administrators, personal representatives, agents, legal representatives, and assigns, hereby forever and fully remises, releases, acquits and discharges the City, the City Council and Mayor for the City of Monroe and the MFA Local 326, including the City's and MFA Local 326's respective officers, members, directors, trustees, managers, attorneys, agents, representatives, successors and assigns, of and from any and all actions, causes of action, suits, complaints, grievances, debts, sums of money, expenses, accounts, covenants, charges, contracts, agreements, arrangements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, claims, judgments, demands, rights to recovery, and any and all other liability or relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, resulting or to result, whether in law or in equity, or before administrative agencies or departments, that _____ ever had, now has or hereafter can, shall or may have, by reason of or arising out of any matter, cause or event occurring on or prior to the date hereof, including, but not limited to, breach of contract, any and all claims arising under the federal Age Discrimination in Employment Act of 1967 (as amended), the Michigan Elliott-Larsen Civil Rights Act (as amended), the United States and/or Michigan Constitution, any and all claims arising under any other federal, state or local laws, regulations, rules or ordinances, any and all claims which could have been alleged or pleaded in any litigation, administrative proceeding or other legal proceeding between _____ and the City, and MFA Local 326, and any and all other claims of any nature whatsoever arising out of or in any way relating to _____'s employment and retirement.

11. _____ understands that he does not waive rights or claims that may arise after his execution of this Agreement.

12. _____ agrees that he will take no action (including, but not limited to, the initiation of any charge, complaint or lawsuit) which seeks to challenge any provision of this Agreement.

13. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

14. This Agreement shall be governed and construed according to the laws of the State of Michigan, irrespective of any state's choice of law analysis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
_____ day of _____, 20____.

Employee

CITY OF MONROE

Peggy A. Howard
Human Resources Director

D.W.


AGREEMENT

It is hereby agreed between the City of Monroe ("City") and the Monroe Firefighters Association, IAFF, Local 326 ("Union") as follows:

1. The ALS Understanding, Attachment B, to the current collective bargaining agreement, is cancelled and replaced with Attachment B (appended hereto).
2. Without limiting or otherwise restricting the breadth of the City's management rights in determining the type, scope, and nature of services to be provided by employees covered by this Agreement and/or others, the Union agrees that the City may assign BLS or ALS emergency medical first response duties to the City's firefighters.
3. In the exercise of its management prerogatives, the City agrees to assign primary ALS emergency medical first response duties to the City's firefighters effective on a date to be determined by the City through June 30, 2011, or such later date as may be mutually agreed by the City and the Union, in writing.
4. Consistent with its reserved management rights, the City by resolution dated June 29, 2010, set staffing levels in the Fire Department for the City of Monroe during the Fiscal Year 2010-2011 at a minimum of five (5) firefighters per day. The City agrees that it shall maintain this minimum staffing and shall not layoff employees represented by the Union through June 30, 2011.
5. Local 326 withdraws, with prejudice, Grievances 10-05, 10-09, and 10-10.
6. Local 326 waives any and all claims it has or may have had prior to the date of this Agreement related in any way to the elimination or modification of emergency services by bargaining unit employees on or about June 30, 2010, the associated lay off of employees, and the contracting of those services to Monroe Community Ambulance.

D.W.
[Handwritten initials]

This Agreement has been ratified and approved by the City and the Union and is agreed to this 2nd day of August, 2010.

CITY OF MONROE

[Signature of Robert E. Clark]
Robert E. Clark, Mayor

[Signature of George A. Brown]
George A. Brown, City Manager

[Signature of Charles Evans]
Charles Evans, City Clerk/Treasurer

[Signature of Peggy A. Howard]
Peggy A. Howard, Director of Human Resources

MONROE FIREFIGHTERS ASSOCIATION, IAFF, LOCAL 326

[Signature of Donald R. Truesdell]
Donald R. Truesdell, President

[Signature of Michael T. Foley]
Michael T. Foley, Vice President

[Signature of Richard S. Smiley]
Richard S. Smiley, Treasurer

[Signature of Manuel J. Hoskins]
Manuel J. Hoskins, Secretary

DW
JMM

ATTACHMENT B

1. 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.
2. 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 personal¹ 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.
3. Not less than 75% of the bargaining unit shall maintain a paramedic license approved by the State of Michigan and be credentialed in accordance with the Monroe County Medical Control. In those cases where an employee has lost his/her license or credentialing for reasons beyond his/her control, the City shall grant an employee a period of up to ninety (90) days to secure such license and/or credentials. The City will provide remedial training and work with Monroe County Medical Control to assist with credentialing.
4. The City will continue to provide in-house continuing education training classes to maintain licensure in accordance with MDCH standards
5. The City shall authorize one (1) 24-hour employee to be off per day. In addition, from the date of this Agreement through December 31, 2010, on each shift the City will permit two (2) employees to be off per day on nine (9) days so that they may utilize paid vacation, Kelly days, personal days, and compensatory time off as provided in the current collective bargaining agreement, even if overtime is required. Commencing with the 2011 calendar year, on each shift the City will permit two (2) employees to be off per day on eighteen (18) days.
6. Because of firefighters/paramedic burnout, bloodborne 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.

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

MEMORANDUM OF UNDERSTANDING

It is hereby agreed between the City of Monroe and the Monroe Firefighters Association, IAFF, Local 326, that the City may, at any time and at its discretion, waive or rescind the provisions of the City of Monroe Employees' Retirement Ordinance, Section 296.12 (b) 2, Compulsory Separation from Employment; Retirement, of its pension ordinance requiring the retirement of firefighters at age 60.

However, should the City elect to require the retirement of any firefighter eligible for retiree health care under Article V, Section 5, A, at age 60 and before the firefighter has attained 25 years of service, the Employer shall provide the retiree, and when eligible, his or her eligible spouse and dependents, with retiree health care benefits on the same terms and conditions as if the firefighter had acquired 25 years of credited service at the time of retirement.

Dated: _____