



AGREEMENT BETWEEN THE
CITY OF MONROE
AND
COME A UNIT II

MARCH 21, 2016 THROUGH JUNE 30, 2020

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AGREEMENT

This Agreement is made and entered into by and between the City of Monroe (hereinafter referred to as the "Employer") and COMEA Unit II (hereinafter referred to as the "Association").

ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the Employer and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2 RECOGNITION

Section 1. Unit Description. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular full-time employees holding the job classifications of Superintendent of Wastewater, Superintendent of Water Treatment, Superintendent of Public Services, Superintendent of Water Distribution, Parks and Recreation Manager, Assistant Finance Director, and Building Official and Zoning Administrator, excluding all supervisors, confidential employees, part-time employees, temporary employees, casual employees, on-call employees, and all other employees of the Employer.

Section 2. Definitions.

(a) Full-Time Employee. A full-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work forty (40) or more hours per week.

(b) Part-Time Employee. A part-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work less than forty (40) per week.

(c) Temporary Employee: A temporary employee is an employee whose employment is for a period of limited duration, without regard to his or her regularly scheduled hours of work. A temporary employee shall not be employed for more than six (6) months in a calendar year, unless the temporary employee is replacing a regular

employee who is using accrued sick time or who is on an approved leave of absence.

(d) References to Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 3 NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, disability, religion, national origin, political affiliation or sexual orientation, except as otherwise provided by state or federal law.

ARTICLE 4 RIGHT TO WORK AND VOLUNTARY ASSOCIATION DUES DEDUCTIONS

Section 1. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not solely for the members of the Association.

Section 2. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association as they see fit and neither party shall exert any pressure on or discriminate against an employee as regard such matters.

Section 3. Dues Deductions.

(a) Employees may have monthly membership dues deducted from their earnings by signing the Authorization Form referenced in Appendix D, or they may pay dues directly to the Association.

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above referenced Association membership dues from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Association's Financial Officer shall submit to the Employer's Finance Department written certification of the amount of dues to be deducted pursuant to the provisions of this Article.

(c) Each employee shall execute the required Authorization Form for deduction of Association membership dues before any payroll deductions shall be made. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect.

Any Authorization Form which is incomplete or in error will be returned to the Association's Financial Officer by the Employer.

(d) Deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and biweekly thereafter.

(e) All sums deducted by the Employer shall be remitted to the Association's Financial Officer within thirty (30) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Association dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Authorization during the previous month. Employees may terminate such dues deduction authorization at any time by serving written notice thereof to the Employer.

(f) Once any funds are remitted to the Association by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Association. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Constitution of the Association or applicable state or federal law, refunds to the employee shall be made by the Association to the employee.

(g) The Employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 4. The Association shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 5 MANAGEMENT RIGHTS

The Employer has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects and powers or authority which the Employer has not abridged, delegated or modified by the provisions of this Agreement. The rights of the Employer, through its management officials, shall include but not be limited to the right to: determine the organization of each department; determine the purpose of each of its service areas; exercise control and discretion over the organization and efficiency of operations; set standards for services to the public; direct the employees, including the right to assign work and overtime; hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Employer; suspend, demote, discharge or take other disciplinary actions against the employees; increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees; reallocate positions to higher or lower classifications; determine the locations, methods, means and personnel by which operations are

to be conducted; establish, modify, combine or abolish job classifications, and change or eliminate existing methods, equipment or facilities.

It is agreed that the foregoing sections are subject to all other provisions of this Agreement which limit or qualify the foregoing, and that the foregoing rights and prerogatives of the Employer shall not be exercised in a manner violative of any other provisions of this Agreement.

ARTICLE 6 ASSOCIATION REPRESENTATION

Section 1. Employees shall be represented by two (2) officers of the Local Association who shall be regular employees of the Employer.

Section 2. Officers of the Association shall be allowed a reasonable period of time to investigate and present grievances to the Employer during working hours without loss of time or pay.

Section 3. The Local President and one (1) other officer selected in accordance with the Association's bylaws shall comprise the Association's bargaining committee for the purpose of conducting negotiations with the Employer. Those employees of the Employer who participate in contract negotiations while on duty shall suffer no loss in pay for such activity.

Section 4. An employee shall not leave his assigned work until he has notified his supervisor that his presence is required in connection with the investigation or presentation of a grievance or contract negotiations with the Employer and has received the supervisor's approval to leave his work for that purpose. Permission to leave work for such purposes shall not be unreasonably withheld. The privilege of leaving work during working hours without loss of time or pay is subject to the understanding that the time will not be abused. Employees shall perform their regularly assigned work at all times, except when necessary to leave their work for the purposes provided herein.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute arising under and during the term of this Agreement with respect to an alleged violation of the express terms of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If an employee or the Association does not file or appeal a grievance within the specified time limits, such failure shall constitute acceptance of the action taken by the Employer and the grievance will automatically be disallowed. If the Employer does not respond within the specified time limits, the grievance will be deemed denied and shall automatically move to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Association. Any resolution or forfeiture of a grievance shall be final and

binding upon the employee(s) involved, the Association, and the Employer.

A grievance must be presented in writing at Step Two within ten (10) working days of the date the employee becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. Failure to file a grievance within such period shall constitute acceptance of the action taken by the Employer.

For the purpose of the time limits identified herein, "work days" shall mean Monday through Friday, excluding holidays.

Section 2. Procedure

Step One

Any employee having a grievance shall first take up the matter with his immediate supervisor within three work days of the date the employee and/or the Association becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. The employee may have an Association representative present.

Step Two

If the grievance is not settled at Step One, it shall be reduced to writing, signed by the employee, and submitted to the Human Resources Director within ten (10) work days of the date the employee and/or the Association becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. The written grievance will then be discussed between the employee, an Association representative and the Human Resources Director. The Human Resources Director shall be responsible for setting up the meeting within three (3) working days of receipt of the written grievance. Within five (5) working days of the meeting, the Human Resources Director will give his decision in writing to the Association's President.

Step Three Arbitration

In the event the answer at Step Two of the Grievance Procedure does not resolve the grievance, the Association may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after the Association's President (or designee) receives the Employer's answer at Step Two. Concurrent notification of such appeal shall be provided to the Human Resources Director. Notification to the Human Resources Director shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Association's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step Two disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Association's Demand for Arbitration is filed. The arbitrator shall have the authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Association.

The fees and approved expenses of the arbitrator shall be shared equally by the Association and the Employer. Except as hereinafter provided, each party shall be responsible for compensating its own representatives and witnesses. All hearings shall be held in the Employer's conference facilities in the City of Monroe. Employee witnesses, except the grievant and Association President, who are scheduled to work on the day of an arbitration hearing, shall be excused from work with pay only to testify and shall return to work immediately thereafter. The grievant(s) and the Association President shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement but shall not have the authority to add to, subtract from, change, or modify this Agreement or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. The arbitrator's decision, when made in accordance with his jurisdiction and authority, shall be final and binding upon the Employer, the Association and any employee or employees involved and cannot be changed by any individual.

Section 3.

(a) Any employee who is reinstated after discharge will, within fourteen (14) calendar days, be returned to duty with the Employer at the same rate of pay, or as may be agreed to by the parties, or as may be determined by the arbitrator, pursuant to the grievance procedures herein before set forth.

(b) No claim for back wages shall exceed the amount of salary the employee would otherwise have earned at his regular base pay rate as set forth in Appendix B, less any unemployment or other money, including any compensation he may have received from any source of employment (not previously approved in writing as supplemental employment by the Employer) during the period for which back pay is sought.

(c) An agreement reached between the Employer and the Association as to the resolution of a grievance or dispute is binding on all employees affected.

(d) Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Association and the

Employer.

Section 4. In any case involving health and safety, the grievance shall be reduced to writing within twenty-four (24) hours and submitted to the Human Resources Director at Step Two. The Human Resources Director shall hold a grievance hearing within two (2) work days of the receipt of the grievance and render a written decision within two (2) work days thereafter. If the Association disagrees with the decision, it may appeal the matter to Step Three within two (2) work days of receipt of the written decision of the Human Resources Director.

ARTICLE 8 STRIKES AND LOCKOUTS

Section 1. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

Section 2. Neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. Employees with seniority shall not be disciplined or discharged without just cause.

Section 2. The Association agrees that all employees shall abide by the Employer's rules and regulations. The following actions shall be taken for violations of those rules and regulations designated by the Employer as "minor":

(a) A warning notice will be given to an employee for the first and second violations. For a third violation the employee shall be given a third warning notice and a suspension of three (3) days, without pay, or a suspension of such lesser period as the Employer shall deem appropriate in the circumstances. The employee may, at the Employer's sole and exclusive discretion, be discharged for a fourth violation.

(b) All warning notices shall be signed by the affected employee(s) and shall remain in effect for a period of twenty-four months from the date of the last warning or other disciplinary action.

Section 3. In accordance with the Employer's work rules, no warning notice needs to be given for violations of those rules and regulations designated by the Employer as "major".

Section 4. All disciplinary actions, including warning notices, shall be in writing and copies provided to the employee, the Association President, and the Human Resources Director.

Section 5. An employee may request the presence of an Association representative when being questioned by the Employer concerning any matter he reasonably believes may result in discipline. When an Association Representative is requested, the questioning will stop until an Association Representative is present with the employee.

Section 6. When practical in the circumstances, employees should be disciplined in private.

ARTICLE 10 RULES AND REGULATIONS

The Association recognizes the right of the Employer to establish rules and regulations, not in conflict with this Agreement, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operations, and to require compliance therewith by employees.

The Employer shall post its rules and regulations, including all modifications thereto, on employee bulletin boards and provide copies to employees. Employees shall immediately sign and return to the Employer an acknowledgement of receipt of the rules and regulations, and all modifications thereto.

ARTICLE 11 HOURS OF WORK

Section 1. An employee's normal work week shall consist of five (5) eight (8) hour days. Employees do not receive and are not entitled to additional compensation or compensatory time off for working more than forty (40) hours per week. Notwithstanding the foregoing, in extraordinary cases Department Heads may approve flexible work schedules or compensatory time off.

Section 2. The City confirms its commitment to assisting employees in developing a work-life balance by supporting the use of flexible work arrangements, when it is reasonable and practical to do so and where operational needs will not be adversely affected.

The City permits the use of flexible work arrangements when such arrangements are pre-approved, assist in meeting operational needs and/or requirements, and maintain a high level of service for City residents. There may also be times when a department's needs require that certain positions follow flexible work arrangements.

Section 3. In those instances where the Public Services "on-call" roster has been exhausted and adequate staff is not available and the DPS Superintendent is required to serve as the on-call supervisor, the DPS Superintendent will serve as backup and shall be compensated

\$250 paid on a per instance basis. The payment will be made with the regular bi-weekly payroll and the total of such payments shall not exceed \$1,500 per calendar year.

ARTICLE 12 COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Thursday. One week of salary shall be withheld to provide the necessary time to prepare the payroll. Payment shall be made through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 2. Base Salary. The classifications and pay grades of positions covered by this Agreement are set forth in Appendix A of this Agreement. The Salary Schedule reflecting the base salary for each pay grade covered under this Agreement is set forth in Appendix B.

Effective July 1, 2016, all employees in the bargaining unit shall be placed on the Salary Schedule at the pay grade and step referenced in Appendix C. Thereafter, each July 1 the employee will advance to the next successive step on the Salary Schedule until he reaches the maximum step.

If the July 1, 2016, placement of an employee on the Salary Schedule does not result in at least a 2% increase in base pay from his former salary, the employee shall be eligible for a one-time only lump sum payment in the amount of the difference between 2% and his July 1, 2016, salary. This lump sum payment shall not be added to base salary. The amount of any payment to which eligible employees are entitled is set forth in Appendix C.

Further, if during the term of this Agreement an employee reaches the maximum of the Salary Schedule (Appendix B) and is thereby not entitled to any additional pay increases, the employee shall receive a one-time only lump sum payment equal to 2% of his base salary every second year following the year in which he reaches the maximum of the Salary Schedule. Such payments shall be made in July of the year it is payable and shall not be added to base salary.

Section 3. New Hire Salaries. Employees shall commence their employment in the bargaining unit at that step of the Salary Schedule determined by the Employer. After the employee's placement on the Salary Schedule, the employee shall thereafter advance to each successive step on the Salary Schedule each July 1 until he reaches the maximum step of the Salary Schedule for his classification and pay grade.

Section 4. Severance Pay

If an employee is terminated by the Employer for reasons other than conviction for an illegal act involving personal gain to the employee, the Employer shall provide the employee a lump sum payment equal to one (1) month's salary.

Section 5. Longevity Pay

All employees who are hired on or after July 1, 2008, shall not be eligible for longevity pay.

Employees hired prior to July 1, 2008, shall be eligible for longevity pay based upon the number of years of continuous service the employee has worked for the Employer. Eligible employees on the Employer's payroll as of December 1 shall be entitled to longevity pay in the amount of \$50.00 for each full year of continuous service the employee has completed as of December 1 of each year. Longevity pay shall be made in the month of December of each year.

Employees shall not be entitled to any longevity pay if their employment with the Employer terminates for any reason other than retirement or death prior to December 1 of any calendar year. An employee who retires or dies prior to December 1 shall be entitled to prorated longevity benefits if all other requirements are met. Longevity pay is based upon the number of weeks between the preceding December 1 and the employee's date of retirement or death. Time on layoff shall not apply toward longevity.

Section 6. Pay Adjustments for Promotions and Transfers.

(a) If an employee is promoted to a classification in a higher pay grade, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.

(b) If an employee transfers to a classification in the same pay grade, his base pay shall remain the same.

(c) If an employee bids on and is transferred to a position in a lower pay grade, or is transferred to a position in a lower pay grade in accordance with the layoff and recall provisions of this Agreement, his base pay shall be decreased to the rate specified for that step of the salary schedule in such lower graded classification as provided in Appendix B which corresponds to the step on which he was placed at the time of his transfer, and his base rate reduced accordingly.

ARTICLE 13 JOB CLASSIFICATIONS

Section 1.

A. Job Classifications. Attached to this Agreement are the following Appendices:

1. Appendix A. Classifications and Pay Grades.
2. Appendix B. Salary Schedule.

3. Appendix C. July 1, 2016 Classification, Pay Grade and Step Placement Schedule.

In Appendix A are the classifications and pay grades agreed to by the Employer and the Association. The Employer and the Association agree upon and accept those classifications and the duties assigned to each as the basis for payment of salaries as provided herein.

The parties have also agreed to the process referenced in the Municipal Consulting Services LLC Classification and Compensation Study dated September 23, 2015, for the future classification of jobs that are modified in the course of this Agreement.

B. The Employer will maintain job descriptions for all jobs covered by this Agreement, which shall be subject to periodic review and revision as the Employer deems appropriate. Job descriptions will be made available to the Association President or interested employees upon their reasonable request.

C. In the event the Employer creates a new job classification or revises an existing job description in the bargaining unit, the Employer shall notify the Association of the new or revised job classification or job description and its pay grade prior to posting. The Employer shall also provide the Association with a copy of the new job classification and/or description. If requested within ten (10) calendar days after such notification, the Employer shall meet with the Association to discuss the pay grade of the new or revised job classification and/or description. If, following such discussion, there is a dispute as to the pay grade for the new or revised job classification and/or description such dispute shall be an appropriate matter for a grievance initiated at Step Two of the grievance procedure. If a grievance is subsequently referred to an arbitrator, he shall use as the basis for his decision the factors referenced in the Employer's Job Information Questionnaire, the Compensation and Classification System, and the classification of jobs and any amendments thereto that have been mutually agreed upon by the parties.

D. If during the term of this Agreement an employee believes the Employer has instituted a change in his job classification so as to warrant a change in pay grade, the employee may request a position review. Such review shall be processed as follows:

1. The employees shall complete the Employer's Job Information Questionnaire and forward it, and such other information as the employee deems appropriate, to the Human Resources Director. The Human Resources Director shall review the employee's position and, within thirty (30) calendar days of receipt of the employee's request, advise the employee and the Association of his determination.
2. If requested within fifteen (15) calendar days after informing the employee and the Association of such determination, the Human Resources Director shall meet with the employee and the Association to discuss the basis for said determination. If following such discussion there is a dispute as to the pay grade for the revised job

classification, such dispute shall be an appropriate matter for a grievance initiated at Step Two of the grievance procedure.

3. If a grievance is subsequently referred to an arbitrator, he shall use as the basis for her/his decision the factors referenced in the Employer's Job Information Questionnaire, the Compensation and Classification System and the classification of jobs and any amendments thereto that have been mutually agreed upon by the parties.
4. If the arbitrator determines the position contains job duties which warrant a higher pay grade, he shall list those duties in his decision.

E. If at any time the Employer determines, either directly or through the decision of an arbitrator, that the duties assigned an employee warrant a pay grade higher than that which the Employer wishes to fund, the Employer shall have the right to revise the employee's duties to bring them within the scope of the lower rated classification.

ARTICLE 14 JOB VACANCIES

When a vacancy occurs, the Employer shall notify the Association in writing of its intent. The following procedure shall be followed when filling a vacancy:

1. The position shall be posted on the Association's bulletin board(s) for a period of five (5) working days. The posting shall contain a specific job description, requisite qualifications, and applicable rates of pay.
2. Eligible employees may sign the posting in the Human Resources Department.
3. The Association shall be provided with a list of employees who signed the posting.
4. Evaluation of employee(s) eligibility for a position shall be conducted by a committee appointed by the City Manager. The evaluation criteria shall include education and training, experience, aptitude, and any other factor that may indicate the candidate's suitability for the job.
5. The employee selected to fill the vacancy shall be offered the position in writing.
6. An employee may waive the offer of such a vacancy without prejudice, but must do so in writing.
7. The successful candidate shall assume his new position within two (2) weeks of acceptance of the position.

8. If a Unit II employee fails to apply for a position vacancy, or is otherwise not selected for a position vacancy, the Employer may make the position available to other qualified applicants from outside the bargaining unit.
9. All individuals appointed to a vacancy shall have their performance reviewed at least once during the first six (6) months following their appointment.

ARTICLE 15
SENIORITY

Section 1. Probationary Employees.

(a) All employees shall serve a six (6) month probationary period, uninterrupted by any type of service break, during which time they will be regarded as “probationary employees.”

(b) Probationary employees may be laid off, discharged or otherwise terminated at the sole discretion of the Employer. Neither the affected employee(s) nor the Association shall have recourse to the grievance and arbitration provisions of this Agreement with regard to such action.

(c) The Employer shall have no responsibility for the re-employment of a probationary employee if he is laid off or discharged during the six (6) months probationary period.

Section 2. Seniority.

(a) After an employee has satisfactorily completed his probationary period of employment, he shall be credited with six (6) months seniority.

(b) An employee shall lose all seniority rights in the event he:

1. Quits.
2. Retires.
3. Is discharged for just cause.
4. Is absent from work for three (3) consecutive work days without justifiable reason and/or prior notification to the Employer.
5. Has obtained a leave of absence under false pretenses, or fails to return to work upon the expiration of a leave of absence without procuring extension thereof.

6. Overstays a leave of absence or vacation, unless prior to the expiration of such leave or vacation a request for extension is made by the employee and approved by the Employer.
7. Has been on layoff for a period equal to the employee's seniority at the time of layoff or three (3) years, whichever is lesser.
8. Is on medical or disability leave for more than one (1) year. (If an employee goes on a leave of absence for reasons related to the initial medical or disability leave within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.)

ARTICLE 16
HOLIDAYS

Each regular full-time seniority employee shall be paid eight (8) hours straight time pay for the following holidays:¹

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February) Observed
- Good Friday
- Memorial Day (Last Monday in May) Observed
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11) Observed
- Thanksgiving Day (Fourth Thursday in November)
- Mayor's Day (Day following Thanksgiving)
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

The eligibility requirements for holiday pay are as follows:

- (a) The employee must have completed probation and acquired seniority status as of the day the holiday is observed by the Employer.
- (b) The employee must have worked the last scheduled work day before and the next

¹ The official list and dates of holiday observance will be announced each year by the Employer.

scheduled work day after the day of observance of the holiday, unless he presents an excuse for his failure to do so which is acceptable to his Department Head. Documentation may be required.

(c) An employee who, at the time a holiday is observed, has been on layoff for more than ten (10) days, or is on a leave of absence, shall not be paid for that holiday.

(d) An employee shall not be entitled to both sick leave pay and holiday pay for the same holiday.

(e) Should a paid holiday fall on Saturday, the Friday preceding that day will be observed as the paid holiday. If the holiday falls on a Sunday, the Monday following shall be observed as the paid holiday.

(f) Holidays recognized under this Agreement that fall within an employee's vacation period will not be considered part of the employee's vacation.

ARTICLE 17
VACATION

Section 1. All regular full-time employees hired on or before June 30, 2008, shall be entitled to the vacation time with pay set forth in the following schedule. In order to be eligible for vacation credit the employee must be on the payroll for at least ten (10) days during the month for which it is earned.

On the anniversary of their date of hire, employees hired on or before June 30, 2008, are permitted to carry over up to two (2) years of unused vacation hours. Any unused vacation time in excess of this amount shall be forfeited.

<u>Years of Service Completed¹</u>	<u>Vacation Hours</u>	<u>Maximum (2 yr.) Carry Over</u>
1-5 years	80.0	160.0
6	88.0	176.0
7	96.0	192.0
8	104.0	208.0
9	112.0	224.0
10	120.0	240.0
11	128.0	256.0
12	136.0	272.0
13	144.0	288.0

¹ Determined on an employee's anniversary date of hire.

14	152.0	304.0
15	160.0	320.0
16	164.0	328.0
17	168.0	336.0
18	172.0	344.0
19	176.0	352.0
20	180.0	360.0
21	184.0	368.0
22	188.0	376.0
23	192.0	384.0
24	196.0	392.0
25	200.0	400.0
26	204.0	408.0
27	208.0	416.0
28	212.0	424.0
29	216.0	432.0

Section 2. All regular full-time employees hired on or after July 1, 2008 shall be entitled to the vacation time with pay set forth in the following schedule. In order to be eligible for vacation credit the employee must be on the payroll for at least ten (10) days during the month for which it is earned.

- 1-7 years of completed¹ service: 80 hours
- 8-15 years of completed¹ service: 120 hours
- 16+ years of completed¹ service: 160 hours

All vacation must be used within six (6) months following the year in which it is earned. All vacation time not used within said period shall be forfeited, with the exception of previously scheduled vacation periods that are scheduled and later cancelled by the Employer. Vacation periods cancelled by the Employer may be carried over to the next calendar year for use by the employee. Other exceptions may be approved at the discretion of the Employer.

Section 3. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, before January 1 of each year the Employer shall determine available vacation periods. Between December 1 and December 31 of each year, employees shall submit their vacation requests for the next calendar year by placing them on a calendar provided by the Employer. Seniority shall be the main consideration in considering preference for vacation requests within the Department. Senior employees who fail to submit vacation requests before January 1st will then be allowed leave only when, in the judgment of the supervisor, there is sufficient staffing to ensure an appropriate level of service without incurring the necessity of overtime.

Section 4. When an employee terminates his employment, is discharged, retires or dies prior to his anniversary date, the employee (or his estate) shall be paid for all unused accrued

vacation hours up to the maximum two year carryover amount, at his current rate of pay. Any vacation hours in excess of the maximum two year carryover amount shall be forfeited. The current year's accrual shall be prorated. Such prorated amount shall be determined by dividing the number of weeks worked by the employee since his last anniversary date by fifty-two (52) and multiplying that result by the number of vacation hours reflected on the above schedule for the employee's years of service.

ARTICLE 18
LEAVES OF ABSENCE

Section 1. Sick Leave.

(a) Regular full-time employees are entitled to eight (8) hours of paid sick leave per month for each full calendar month of employment. In order to be eligible for sick leave credit, an employee must be on the payroll for at least ten (10) work days during the month for which it is earned. Each eligible employee will be allowed to accrue sick time up to a maximum of eight hundred (800) hours. Any time in excess of this amount shall be forfeited.

(b) The term "Sick Leave" as used above in this Section refers to absence of the employee due to sickness or non-occupational illness or injury to such an extent that he is unable to perform his scheduled work or that it would be unsafe or unwise for him to expose others to his condition.

(c) If the employee so elects, after all accrued sick leave is used, vacation leave may be used upon approval of the Department Head.

(d) A regular employee shall be allowed one (1) day's regular pay for each work day off due to legitimate illness or injury until the employee's sick leave credits are exhausted. The Employer may require a physician's statement certifying the illness or injury before compensation is allowed. Such statement shall be mandatory if the illness or injury is for three (3) consecutive work days or more. In addition, an employee's personal illness or injury the term "sick leave" shall also refer to the absence of an employee that is necessitated by the illness or injury of a member of the employee's immediate family. Immediate family member is defined as the employee's child, step-child, spouse, domestic partner, parent or step-parent.

(e) An employee who has exhausted his accrued sick leave benefits but is unable to return to work due to a continuing illness or injury will be eligible for up to twenty-six (26) weeks indemnity pay. Indemnity pay will be calculated at forty-percent (40%) of the employee's base pay with a minimum of One Hundred Fifty Dollars (\$150.00) per week. In order to be eligible for this benefit, the individual must be a regular full-time employee with one (1) year of service. Indemnity pay shall not apply for absence due to any condition which is self-induced or the result of the employee's own willful misconduct.

(f) In January of each calendar year, employees shall receive a sick bonus payment for one-half (½) of the unused portion of sick leave earned the preceding calendar year. The remaining one-

half shall be credited to the employee's sick leave bank. The sick leave bonus payment shall be determined by using the employee's rate of pay as of December 31. In no event shall the amount of the bonus be for more than forty-eight (48) hours pay. In order to be eligible for this payment, the individual must be a full-time regular employee with a minimum of six (6) months of service as of December 31. An employee who terminates his employment, retires or dies shall be entitled to a pro-rated Sick Leave Bonus for all unused days during his last calendar year of employment up to the date of termination. Such payment shall be made payable to the employee or his estate at the employee's current rate of pay at the time of termination, retirement, or death. Employees who are discharged for cause or who, in the opinion of the Employer, have abused or misused his sick leave benefits shall not be eligible for this payment.

Section 2. Duty Disability Leave. A "duty disability leave" shall mean a leave required as a result of the employee incurring an illness or injury while in the employ of the Employer that is compensable under the Michigan Workers' Disability Compensation Act ("MWDC").

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

Employees on duty disability leave shall accrue all fringe benefits in the same manner as other employees for the first twelve (12) months on duty disability leave. Benefits will not be accrued or continued after the first twelve (12) months. Employees may elect to continue insurance coverage at their own expense on an individual basis after twelve (12) months, subject to the provisions of the respective insurance contracts and, if applicable, COBRA. The Human Resources Department will establish the policy for the collection of employee payments.

All full-time employees who are unable to work as a result of an illness or injury sustained in the course of employment with the Employer shall continue to receive their regular pay (exclusive of shift differential or work premium) for the working days falling within the first seven (7) calendar days of disability. Employee's sick leave will not be charged for this time. (Note: After fourteen (14) days continuous absence, MWDC will reimburse the employee at the standard workers' compensation rate for the first week's absence previously paid by the Employer. The employee shall immediately reimburse the Employer upon receipt of such payment.)

After seven (7) calendar days, payment shall be governed by the regulations of the MWDC. In addition, for the first twelve (12) months of duty disability leave, an employee shall be paid bi-weekly the difference between the payment received under the MWDC and his normal bi-weekly pay (exclusive of shift premium and other work premiums). Thereafter, if the employee has sufficient accrued sick leave, he will be paid bi-weekly the difference between the payment received under the MWDC and his normal bi-weekly pay (exclusive of shift differential and other work premium). Such supplemental payment shall not exceed the employee's accrued sick leave benefits.

An employee who is continuing to work and being treated for a duty disability injury may

be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

If the Employer offers "favored work" to an individual on duty disability which the employee is capable of performing, the employee shall report as directed or forfeit all supplemental compensation and sick leave benefits provided by the Employer under this Section and such other benefits as may be terminated in accordance with the provisions of the MWDC.

Section 3. Emergency Leave. Upon approval of the employee's Department Head or designee, regular full-time seniority employees whose spouse, child, parent, grandchild, grandparent, sibling or parent-in-law is transported to a hospital with a condition classified as "critical" or "serious," may be granted a leave of absence with pay to attend to the medical emergency. The maximum duration of such leave will be twenty-four (24.0) hours.

Section 4. Family and Medical Leave. The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control.

Section 5. Personal Leave. Employees who have completed one (1) year of service shall be provided five (5) personal days off, with pay, to be used during that calendar year. (Employees who have completed one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility.) The Department Head may approve additional personal leave in consideration for hours worked in excess of normal work hours. Any unused personal leave shall be forfeited at the end of the calendar year.

Section 6. Other Leaves of Absence. In addition to those leaves of absence provided above, an employee may request an additional unpaid leave of absence for a maximum period of thirty (30) days. Such leave may be extended for successive periods of up to thirty (30) days, not to exceed a maximum of ninety (90) consecutive days. Requests for leave shall be submitted to the Department Head and the Human Resources Director. All leave requests, including extensions, shall require advance written approval of the Department Head.

Any unpaid leave of absence taken shall not be considered as time worked for purposes of earning vacation, sick leave, holiday pay or longevity.

Section 7. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 8. Bereavement Leave. In addition to other leaves of absences provided under this Agreement, an employee may be granted a bereavement leave of absence, with pay, for a death in the immediate family upon the recommendation of the Department Head, provided that the employee notifies the Employer prior to the date of the funeral.

The maximum duration of such bereavement leave shall be five (5) days for the death of the employee's spouse or child; three (3) days for the death of the employee's brother, sister, parent, spouses' parent, grandparent or grandchild; and one (1) day for the death of the employee's brother-in-law, sister-in-law or spouse's grandparent. Should a death in his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided he notifies the Employer prior to the date of the funeral.

Section 9. Jury Duty. An employee who is summoned for jury duty will be paid the straight-time hourly wage he would otherwise have earned, while serving on jury duty. Jury duty fees received by the employee shall be turned over to the Employer, excluding mileage.

Section 10. Court Leave. An employee subpoenaed to appear in court as a witness in a matter involving an accident while on duty or in connection with matters directly relating to the performance of his job shall be granted time off with pay and benefits for time spent in court. Any witness fees received by the employee resulting from this leave shall be turned over to the Employer, excluding mileage.

ARTICLE 19

HEALTH, DENTAL, LIFE, LTD AND GENERAL LIABILITY BENEFITS

Section 1. Health Care. Regular full-time employees shall be entitled to health care coverage commencing on their 91st day of continuous employment.

1.1. Available Plans. The plans available to employees under this Agreement are described below and vary depending on an employee's date of hire.

A. Employees Hired Prior to September 26, 2011. All regular full-time employees hired prior to September 26, 2011, who desire health care benefits through the Employer shall have their choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PP0 Plan (See Appendix D-1), and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.¹

Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (See Section (4) below for the manner in which the employee's payment is determined.)

- (2) A Blue Cross/Blue Shield of Michigan Community Blue (80/20) PP0 Plan, (See Appendix D-2) and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.¹ Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (See Section (4) below for the manner in which the employee's payment is determined.)
- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. 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.

Except as above provided, 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. Except as above provided, 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.

For employees covered under this Plan the Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for employee/spouse or employee/child(ren) coverage, and \$1,000 for family coverage,¹ or the maximum annual amount permissible under Section 3 of the Publicly

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011. (See Section (4) below for the manner in which the employee's payment is determined.)

Employees may make contributions to their Health Savings Accounts on a bi-weekly basis, through automatic payroll withholding, in accordance with the provisions of the Internal Revenue Code and the related regulations, and the Employer's administrative procedures.

Notwithstanding the foregoing, employees commencing their employment with the Employer after January 1 of any calendar year shall receive prorated contributions to their Health Savings Account in their first calendar year of employment. Such proration shall be based upon the number of days between the employee's date of hire and December 31 of the first calendar year of employment divided by 365.

- (4) Employer Health Care Contributions. The Employer will annually calculate the total cost it is permitted to incur under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011 (the "Act"). The Employer will compare the total cost it is allowed to incur according to the Act to its actual cost if each employee were to select the plan in Section A (3) above. If the actual cost exceeds the allowed cost, the Employer's total cost will be adjusted to comply with the Act by first reducing the employer's contributions to the HSA referred to in Section A (3) until they are eliminated and then, if necessary, adding an employee payment for the cost of the plan in Section A (3) above until the calculation is brought into compliance with Section 3 of the Act. The employee's payment for the plans in Section 1 and 2 will be adjusted to make the Employer's net cost match the cost for the plan in Section A (3) above.

B. Employees Hired On Or After September 26, 2011. All regular full-time employees hired on or after September 26, 2011, who desires health care benefits through the Employer shall be provided the Blue Cross/Blue Shield of Michigan Community Blue PP0 (80/20) Plan described in Section 1.1 A (2) above or the Blue Cross/Blue Shield of Michigan Community Blue Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account as described in Section 1.1 A (3) above. The terms and conditions applicable to these plans shall be as described in Section 1.1 A (2) and (3) above, with the following exceptions:

- 1) those employees choosing the PP0 (80/20) Plan described in Section 1.1 A (2) shall be required to pay 20% of the illustrated premium cost of such Plan or the cost calculated in Section 1.1 A (4), whichever results in the greater employee payment; and
- 2) those employees choosing the Flexible Blue PP0 High Deductible

Health Care Plan with a Health Savings Account described in Section 1.1 A (3) shall be required to pay the full amount of the annual deductible and any amount by which the annual premium exceeds the Employer's total cost as calculated in Section 1.1 A (4). (The Employer shall not contribute to the employee's HSA.)

The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the Employer will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections. Eligibility for the medical benefits herein above provided shall be conditioned on the employee authorizing the Employer to deduct the covered employee's portion of the cost of such benefits from compensation due the covered employee.

1.2. Spousal Coverage Limitations. Notwithstanding any other provision of this Agreement to the contrary, if a regular full-time 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 own 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 Employer (i.e. the City of Monroe) 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 (i.e. the City of Monroe) will provide primary coverage.

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

1.3. Additional Limitations on Coverage. 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.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article 18, Leaves of Absence, Section 4, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his participation in the Employer's health care plans for the period he or she is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. The Employer shall establish the policy for the collection of employee payments. Upon return from a leave of absence, an employee's health care coverage shall be reinstated commencing with the employee's return.

Except as otherwise provided in this Agreement, an employee's health care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates,

or is laid off. An employee who is on layoff or who terminates may elect to continue the health care coverage herein provided at his own expense as provided under COBRA.

The Employer reserves the right to change the carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

Section 2. Health Care Waiver Incentives.

A. Total Waiver of Health Care Coverage

Regular full-time employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits under this Agreement. An employee who 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, will receive a cash payment (not to be added to base salary) of \$1,250 per year, payable in December of each calendar year. Any employee who has waived coverage for a period less than a full calendar year shall receive a prorated amount of such \$1,250 payment.

An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he demonstrates that he can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse or Spouse and Dependent Children Only. Any regular full-time 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.

An employee who waives all health care coverage for only his spouse, will receive a cash payment of \$750 per year, payable 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.

An employee who has waived all coverage for his spouse and all dependent children, will receive a cash payment of \$1,000 per year, payable 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 \$1,000 payment.

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

Section 3. Dental Care Benefits.

The Employer shall provide regular, full-time seniority employees (and their eligible dependents¹) the dental care benefits in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.

Coverage shall commence on the 91st calendar day of continuous employment. Plan benefits include the following:

<u>Covered Services</u>	<u>Plan Pays</u>	<u>Employee Pays</u>
<u>Class I Benefits</u>		
Diagnostic and Preventive Services (includes exams, cleanings, fluoride, and space maintainers)	100%	0%
Emergency Palliative Treatment (temporarily relieve pain)	100%	0%
Radiographs - X-rays	100%	0%
<u>Class II Benefits</u>		
Oral Surgery Services	50%	50%
Endodontic Services	50%	50%
Periodontic Services	50%	50%
Relines and Repairs	50%	50%
Minor Restorative Services	50%	50%
Major Restorative Services	50%	50%
<u>Class III Benefits</u>		
Prosthetic Services	50%	50%
<u>Class IV Benefits</u>		
Orthodontic Services (to age 19)	50%	50%

¹ Eligible participants include the employee, legal spouse, and unmarried dependent children to the end of the calendar year in which they turn 19. Dependents who are between age 19 and age 25 may continue coverage under the Plan until the end of the year in which they turn 25, if they meet the requirements as defined and provided for in the respective plan documents.

Maximum Payment - \$800 per person total per benefit year on Class I, Class II and Class III Benefits. Class IV Benefits will not exceed a lifetime maximum of \$1,500 per eligible person.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article 18, Leaves of Absence, Section 4, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his participation in the Employer's dental plan for the period he is not on the active payroll. The Employer shall establish the policy for the collection of employee payments.

Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence, an employee's dental care coverage shall be reinstated commencing with the employee's return.

Except as otherwise expressly provided in this Agreement, an employee's dental care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates, retires, or is laid off. An employee who is on layoff or who terminates may elect to continue the dental care coverage herein provided at his own expense as provided under COBRA.

The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

Section 4. Term Life and Accidental Death and Dismemberment Benefits. The Employer shall provide each regular, full-time seniority employee term life insurance benefits in an amount equal to the employee's base annual salary, rounded up to the nearest \$1,000.00 to a maximum of \$50,000.00 to each employee. The Employer shall also provide accidental death and dismemberment benefits in an amount equal to the employee's base annual salary, rounded up to the nearest \$1,000.00 to a maximum of \$50,000.00 to each employee. At age 70 the term life insurance and accidental death and dismemberment benefits as described above shall reduce to 50% of the original amount. Coverage will commence on the employee's 91st calendar day of continuous employment.

An employee's group term life and accidental death and dismemberment coverage shall terminate on the date the employee terminates or retires.

The benefits hereinabove provided shall be subject in all respects to the terms, conditions, exclusions, limitations and other provisions of the group insurance policy between the Employer and its carrier. Subject to applicable policy provisions and insurance carrier approval, benefits may be continued for employees who are disabled due to illness or injury, on temporary layoff, or on an approved paid or unpaid leave of absence. Employees electing to continue such coverage while on temporary layoff or on an unpaid leave of absence shall pay the full cost of such

continued coverage. The Employer shall establish the policy for the collection of employee payments. An employee whose group term life and accidental death and dismemberment coverage was discontinued while on a leave of absence or layoff, shall have such coverage reinstated upon return to active duty.

The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

Section 5. Long Term Disability Benefits. The Employer shall provide and maintain group long-term disability benefits for employees commencing on the employee's 90th day of regular employment. Benefits shall begin on the employee's 181st calendar day of disability and shall be in an amount equal to 66 2/3% of the employee's regular monthly earnings, up to a maximum benefit of \$1,600 per month. The terminal age for receiving benefits shall be age seventy (70).

To qualify for long-term disability benefits as described above, each employee must individually enroll and make proper application for such benefits at the Human Resources Department.

Changes in benefits amounts shall be effective with the change in each employee's annual base salary.

Except as otherwise provided in this Agreement, an employee's long-term disability benefits plan shall terminate on the date that the employee is terminated, is laid off, the disability benefits plan terminates, or the employee goes on an unpaid leave of absence. Subject to the foregoing provisions, the Employer reserves the right to change its LTD benefits carrier at any time in its own economic interest provided that the benefits are equal to or better than the benefits outlined above.

The benefits hereinabove provided shall be subject in all respects to the terms, conditions, exclusions, limitations and other provisions of the group insurance policy between the Employer and its carrier.

Section 6. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the terms, conditions, exclusions, and limitations stated therein, and the Employer's right to amend the plan from time to time.

ARTICLE 20 RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan.

(a) Employees Hired On or Before December 31, 1997

Subject to the terms and conditions herein provided, the Employer agrees to maintain the City of Monroe Employees' Defined Benefit Retirement Plan now in effect for all employees covered by this Agreement who were hired on or before December 31, 1997, and are present participants in the Plan.

Employees in the Defined Benefit Plan shall contribute four percent (4%) of their total earnings to the Plan.

An employee participating in this Plan will be eligible for retirement upon attaining age 55 or older with 25 or more years of credited service, 60 or older with 10 or more years of credited service or age 65 or older with 5 or more years of credited service.

The monthly benefit formula for employees in this Plan who elect to retire shall be 2.2% percent of the employee's final average compensation multiplied by his years of credited service. Final average compensation shall be the highest three (3) years of the employee's compensation during the last 10 years of his employment. The computation of final average compensation for time worked prior to December 31, 2014 shall include base salary, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Effective December 31, 2014, the computation of final average compensation shall not include overtime, payoffs for unused vacation benefits in excess of 240 hours, and any other payments not expressly referenced herein.

Employees shall be eligible upon retirement, for an annual pension adjustment equal to the percentage of the cost of living increase announced by the Social Security Administration as applicable to Social Security benefits. Said adjustment shall be subject to a maximum adjustment of two percent (2%), non-compounding, and shall be calculated using the employees original retirement compensation figure on each anniversary of the employees retirement. The adjustment figure shall be added to the employee's retirement compensation figure that is in effect immediately prior to the employee's retirement anniversary. The amount payable following the adjustment shall never be less than the amount paid prior to the adjustment. Should the Social Security Administration make any substantial change to the basis or the method by which it determines the cost of living, the Employer and the Association shall select a replacement basis or method that reproduces the intent of the Social Security basis or method as was in place in 1996 as closely as possible.

An employee participating in this Plan will also have the opportunity to apply for "Early Retirement." Early retirement shall be available when an employee reaches age 50 or older and is vested in the Plan. Upon opting for early retirement the employee will have the option of receiving a benefit equal to the actuarial equivalent of the accrued normal retirement benefit. The benefit is determined by calculating the accrued straight life benefit payable at age 60 and applying the early commencement factor reflected in the table provided below. The employee may elect to receive this amount as a straight life benefit or as any of the standard optional forms

provided under the Plan.

<u>Age as of an Employee's Last Birthday</u>	<u>Factor</u>
60	1.00
59	0.90
58	0.82
57	0.74
56	0.68
55	0.62
54	0.56
53	0.51
52	0.47
51	0.43
50	0.40

Employees who are eligible to elect to retire early may also choose a "Special Option" which pays the formula benefit up to age 62 and a reduced amount the rest their life. The Special Option does not provide any survivor benefits and cannot be elected in conjunction with any other option.

Once the member has made his election and receives a benefit, the election cannot be changed.

(b) Employees Hired On or After January 1, 1998, and on or before September 26, 2011

Subject to the terms and conditions herein provided, all employees covered by this Agreement who were hired on or after January 1, 1998, and on or before September 26, 2011, shall be provided the Hybrid (DB/DC) retirement benefits as provided in the City of Monroe's Ordinance No. 97-007 and in effect as of the date of this Agreement. The employees in the Hybrid (DB/DC) Plan shall contribute four percent (4%) of payroll to the Plan. The computation of final average compensation for all time worked prior to December 31, 2014 shall include base salary, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Effective December 31, 2014, the computation of final average compensation shall not include overtime, payoffs for unused vacation benefits in excess of 240 hours, and any other payments not expressly referenced herein.

(c) Employees hired after September 26, 2011

Subject to the terms and conditions herein provided, all employees covered by this Agreement who were hired after September 26, 2011, shall be provided the Hybrid (DB/DC) retirement benefits as provided in the City of Monroe's Ordinance No. 97-007 and in effect as of the

date of this Agreement. The employees in the Hybrid (DB/DC) Plan shall contribute four percent (4%) of their total earnings to the Plan. The computation of final average compensation shall include base salary only.

Section 2. Retiree Health Care.

(a) Employees Hired On or Before June 30, 2008.

(1) General. Subject to the requirements hereinafter provided, regular full-time employees hired on or before June 30, 2008, who sever employment for purposes of immediate retirement on or after December 2, 2008, and, concurrent therewith, commence receiving benefit payments under the City of Monroe Employees' Retirement System referenced in Section 1 (a) above, shall be eligible for health care benefits for himself and his spouse.¹

Until the retiree and/or his spouse becomes eligible for Medicare, the healthcare benefit plans to be provided under this provision shall be the same as those the Employer provides its active employees. For each year of credited service² (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree and, where applicable, his eligible spouse.³ The retiree and where applicable, his eligible spouse shall pay the remaining portion of all costs, if any, of the plan selected. Such payments shall be made through automatic withholding from his monthly pension benefits, if available, or through such other means acceptable to the Employer's Finance Department.

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

When the retiree and his spouse become eligible for Medicare Part B benefits the Employer shall provide the retiree and/or his spouse Blue Cross Supplemental Plan benefits, which Plan shall have the same prescription drug benefits the Employer thereafter provides its active employees.⁴ The Employer will pay the same percentage share of the cost of such Blue

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 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. If the spouse of a retiree remarries after the retiree's death, his new spouse is not eligible to receive healthcare benefits under this Agreement.

² For purposes of this provision, credited service shall be as defined under the City of Monroe Employees' Defined Benefit Retirement Plan.

³ For that period preceding eligibility for Medicare, the Employer's contribution, in combination with any state or federal subsidy, on behalf of a retiree (including his spouse) with 25 or more years of service shall not be less than what it would have been required to contribute toward the

Cross Supplemental and prescription drug benefits for eligible retirees and spouses as it would have paid for coverage under the health care plan requiring the lowest Employer costs prior to the retiree and his spouse becoming entitled to Medicare. Retirees and, where applicable, the retiree's spouse, shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits, if available, or through such other means acceptable to the Employer's Finance Department.

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

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

(3) Required Reporting. Within thirty (30) days of the retiree or his/her spouse becoming employed and/or receiving health care benefits through another source, the retiree shall provide a signed affidavit to the Employer's Human Resources Department indicating the name, address and telephone number of the employer or other source of coverage and a description of the coverage received. Information with respect to such employment and benefits coverage shall also be provided upon request of the Employer's Human Resources Department. Retiree's (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 or refuse to provide such information, shall forfeit all health care benefits under this Agreement for himself and his spouse.

(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

illustrated premium cost of coverage for the retiree and his eligible spouse, whatever may be applicable, under the health care requiring the lowest Employer costs at the time the retiree commenced his retirement. The Employer's minimum contribution on behalf of retirees (including their eligible spouses) with less than 25 years of credited service, shall be determined by multiplying that percentage of premium to which the retiree is entitled based upon his credited service by the illustrated premium cost of coverage for the retiree and his eligible spouse, whatever may be applicable, under the health care plan requiring the lowest Employer costs at the time the retiree commenced his retirement.

⁴ 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.

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 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, 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 spouse 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 death of the retiree or any eligible spouse of the retiree;
- the loss of spouse status; or
- failure to enroll for and maintain Part B Medicare Benefits upon reaching Social Security Normal Retirement Age, if the retiree or his eligible spouse is eligible for such benefits.

(b) Employees Hired On or After July 1, 2008.

All employees hired on or after July 1, 2008, are excluded from health care coverage provided in Section 2 (a).

Section 3. Retiree Health Care Fund. All regular full-time employees hired prior to July 1, 2008, shall contribute 3% of the average annualized base wages of all regular full-time employees of the City to the City's Retiree Health Care Fund, 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. If the employee quits or leaves City employment for any reason and is ineligible for retiree health care benefits, the employee shall be refunded the amount he contributed to the Retiree Health Care Fund. Interest will be credited in the same manner as employee contributions to the pension fund.

Section 4. MERS Health Care Savings Program

All regular full-time employees hired on or after July 1, 2008, are excluded from retiree health care benefits provided in Section 2, (a)(1) above. In lieu of said benefits, all regular full-time employees hired on or after July 1, 2008, shall participate in the MERS Health Care Savings Program. 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. Employees 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 their 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 excluded from participation in the MERS Health Care Savings Program established by the Employer as herein provided.

ARTICLE 21 EDUCATION REIMBURSEMENT

Section 1. To be eligible for educational reimbursement, employees must be employed in a regular full-time position and have completed at least one (1) year of service with the Employer.

Section 2. Employees who desire educational reimbursement must obtain approval from the Department Head and the Director of Human Resources a minimum of thirty (30) days in advance of enrollment in classes. A written request detailing courses or subject areas in which the employee plans to enroll shall be accompanied by a signed tuition reimbursement agreement form. Such approval will require a positive recommendation by the employee's Department Head and the Director of Human Resources. Department Head's must obtain funding for the reimbursement before making a positive recommendation. Eligible employees will be reimbursed only for courses of study which the Employer determines are directly related to the employee's present job or which will enhance the employee's potential for promotion. In addition, to qualify for educational reimbursement, courses must be taken at an approved accredited institution. Upon approval of the curriculum or course of study, notification will be sent to the employee.

Section 3. Tuition reimbursement will be in accordance with the following schedule:

- (a) Undergraduate level - A or B = 100%;
C = 90%; D or below, including drop
or withdrawal = no reimbursement.
- (b) Graduate level - A = 100%; B = 90%;
C or below = not reimbursable.
- (c) Courses taken on a pass/fail basis.
Pass=100%; Fail = No reimbursement.

Section 4. Within sixty (60) days of completion of the course(s), for which reimbursement is requested, the employee shall submit to the Human Resources Department an original or certified copy of his/her official grade(s) along with a receipt for tuition paid. The Human Resources Department will then process the request for reimbursement.

Section 5. Employees seeking reimbursement for educational expenses must agree in writing to repay the Employer in full if they terminate their employment voluntarily or are terminated within two (2) years from the date of reimbursement. Such sums shall be reimbursed on or before the employee's last day of employment.

Section 6. Tuition reimbursement does not apply or pertain to requirements to maintain licenses for job qualifications.

ARTICLE 22 MISCELLANEOUS

Section 1. Personnel Files. An official personnel file shall be maintained for each employee by the Human Resources Department. Documents pertaining to an individual's employment such as applications, performance evaluations, commendations and corrective actions are maintained in the file.

Each employee may review his or her own personnel file, during normal working hours, or authorize its review by the Association President (or designee). Such authorization shall be in writing.

Except for that material which is exempt from disclosure under applicable state or federal law (e.g. pre-employment reference checks, etc.), each employee shall, upon written request, be provided a copy of material in his file relating to his qualifications and performance. If an employee disagrees with the content of a document placed in the file, he shall have the right to submit a written response to the Human Resources Director with a request that it be attached to the document in the file.

Section 2. Change of Address. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on its records for all purposes involving an employee's employment and this Agreement. Employees shall notify their Department Head and the Human Resources Department of any change of name, address and telephone number promptly and in any event within five (5) days after such change has been made.

Section 3. Bulletin Boards. The Employer shall provide a bulletin board in the facilities where employees are employed for the posting of only official Association notices. Items posted on a bulletin board must have the signature of the Association President.

Section 4. Residency. Employees shall reside within an area twenty (20) miles from the nearest boundary of the corporate limits of the City of Monroe, as prescribed by P.A. 212.

Section 5. Health and Safety. The Employer shall make reasonable provisions for the safety and health of all its employees during the hours of employment. The Employer shall provide safe places and conditions of employment and specifically including the providing of safe and adequately maintained vehicles for the utilization of the employees herein where needed. The Association and the Employer agree that they will cooperate in encouraging all employees to observe safety and health standards.

Section 6. Accident Reports. Any employee involved in an accident shall immediately report said accident and any physical injury sustained.

An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident.

Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 7. Attendance. Employees shall be regular in their attendance and shall observe the scheduled working hours established by the Department Head. Arrangements for time off must be made with the employee's Department Head in advance and in accordance with the provisions under which time off is to be taken. If an employee is unable to report for work at his scheduled starting time, the employee must notify his immediate supervisor prior to his scheduled start time. If it is physically impossible for the employee to provide advance notice, the employee shall provide such notice as soon as he is physically able to do so. Failure to provide timely notice may result in disciplinary action.

ARTICLE 23 SCOPE OF AGREEMENT

Section 1. This Agreement, including all Appendices and Memorandums of

Understandings attached hereto, represents the entire agreement between the Employer, the Association, and the Employer's employees which the Association represents. This agreement supersedes, cancels, and renders null and void, all previous agreements and letters of understandings, oral or written, or based on an alleged past practice and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Association.

Section 2. The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Any agreement reached between the Employer and the Association is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

ARTICLE 24
DURATION

This Agreement shall be effective March 21, 2016, and shall continue in full force and effect until midnight June 30, 2020, unless terminated earlier as hereinafter provided.

EMPLOYER

CITY OF MONROE EMPLOYEES
ASSOCIATION UNIT II


Robert E. Clark, Mayor

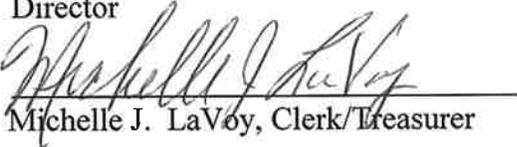

Christopher S. Knight, President

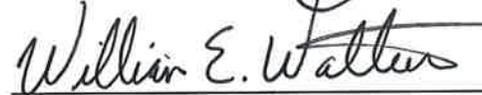

Edward J. Sell, Interim City Manager


Spencer A. Maniaci, Vice-President


Peggy A. Howard, Human Resources
Director


Kevin M. Armstrong, Secretary


Michelle J. LaVoy, Clerk/Treasurer


William E. Walters, Treasurer

APPENDIX A

CLASSIFICATIONS AND PAY GRADES

<u>CLASSIFICATIONS</u>	<u>PAY GRADE</u>	<u>DEPARTMENT</u>
Assistant Finance Director	H	Finance
Building Official and Zoning Administrator	I	Building/Zoning
Parks & Recreation Manager	I	Parks & Recreation
Superintendent of Water Distribution	I	Water
Superintendent of Public Services	J	Public Services
Superintendent of Wastewater	J	Wastewater
Superintendent of Water Treatment	J	Water

APPENDIX B

SALARY SCHEDULE

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2020

	Minimum								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
H	\$54,018	\$56,043	\$58,068	\$60,094	\$62,130	\$64,155	\$66,180	\$68,206	\$70,221
I	\$59,423	\$61,652	\$63,880	\$66,109	\$68,337	\$70,565	\$72,794	\$75,022	\$77,250
J	\$63,880	\$66,276	\$68,671	\$71,067	\$73,462	\$75,858	\$78,253	\$80,649	\$83,044

APPENDIX C

JULY 1, 2016 CLASSIFICATION, PAY GRADE AND STEP PLACEMENT SCHEDULE

Name	Job Classification	Pay Grade	Step	Former Annual Base Pay	7/01/16 Annual Base Pay	Amount of Increase in Annual Base Pay	7/01/16 Lump Sum Payment
Szypula, R.	Assistant Finance Director	H	4	\$59,592.00	\$60,091.20	\$499.20	\$692.64
LaPointe, L.	Parks & Recreation Manager	I	6	\$68,036.80	\$70,553.60	\$2,516.80	Not Eligible
Armstrong, K.	Supt. Water Distribution	I	7	\$70,803.20	\$72,779.20	\$1,976.00	Not Eligible
Woodcock, K.	Building Official & Zoning	I	7	\$68,036.80	\$72,779.20	\$4,742.40	Not Eligible
Knight, C.	Supt. Water Treatment	J	6	\$74,838.40	\$75,857.60	\$1,019.20	\$477.57
Walters, W.	Supt. DPS	J	6	\$74,838.40	\$75,857.60	\$1,019.20	\$477.57
Maniaci, S.	Supt. Wastewater Treatment	J	6	\$74,838.40	\$75,857.60	\$1,019.20	\$477.57

APPENDIX D

MEMBERSHIP DUES DEDUCTION AUTHORIZATION

I authorize the Finance Department of the City of Monroe to deduct my regular COMEA Unit II membership dues from my pay. I agree that such deductions shall be consecutive and in such prorated amounts as certified to the Employer by COMEA Unit II in writing, and that all dues deducted shall be remitted to the person designated by COMEA Unit II in writing.

I further understand and agree that this authorization shall remain in effect until I serve written notification of cancelation upon the Finance Department.

Name

Date: _____

