



**AGREEMENT BETWEEN THE
CITY OF MONROE
AND
TEAMSTERS LOCAL 214**

July 6, 2021 through June 30, 2025

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AGREEMENT

This Agreement, made and entered into by and between the City of Monroe (hereinafter referred to as the "Employer"), and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

ARTICLE 1 PURPOSE AND INTENT

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

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 Union 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 Union 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 and regular part-time hourly employees of the Public Services, Water, and Wastewater Departments employed in the job classifications referenced in Appendix A of this Agreement, excluding all supervisors and confidential employees, temporary employees, seasonal employees, engineering personnel, clerical and secretarial employees, custodians, and all other employees of the City.

This recognition clause shall be construed to apply to employees and not to work.

Section 2. Extra Contract Agreements. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or contract with said employees, individually or collectively, with respect to their wages, hours or working conditions.

Section 3. 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. For the purposes of this Article, a part-time employee is an employee whose employment is for a period of indefinite duration and who is "regularly scheduled" to work twenty-four (24.0) hours or less per week (additional time worked by the part-time employee to cover the temporary absence of other employees of the Employer, including employees in the bargaining unit, shall not be included in the part-time employee's "regularly scheduled" hours of work). Except as otherwise expressly provided in this Agreement, part-time employees shall receive no insurance or other benefits under this Agreement.

(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. A temporary employee is excluded from the bargaining unit.

(d) Seasonal Employee. A seasonal employee is an employee whose employment is for a period of limited duration each calendar year without regard to his or her regularly scheduled hours of work. A seasonal employee shall not be employed more than six (6) months in a calendar year. A seasonal employee is excluded from the bargaining unit.

(e) 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.

(f) Seniority Employee. A seniority employee is a regular employee who has completed his probationary period of employment.

ARTICLE 3 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally 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 VOLUNTARY DUES DEDUCTIONS

Section 1. The Union 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 Union. The terms of this Agreement have been made for all employees in the bargaining unit and not solely for the members of the Union.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union 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 an Authorization. Employees hired after 1/01/16 shall use the form provided in Appendix H.

(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 Union 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 Union'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 Union 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 Union'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 Union'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 Union 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 Union by the Employer, their disposition shall

be the sole and exclusive obligation and responsibility of the Union. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the Union or applicable state or federal law, refunds to the employee shall be made by the Union to the employee. Employees shall also provide a copy of such notice to the Union.

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

Section 4. Save Harmless. The Union 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 UNION REPRESENTATION

Section 1. Employees shall be represented by one (1) Steward (and one (1) alternate) from each Department who shall be regular employees working in the Department. All Stewards (and alternates) shall be designated by the Local Union.

The authority of Stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances to the Employer in accordance with the provisions of the Collective Bargaining Agreement.

(b) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Section 2. The Steward shall be entitled to work during scheduled overtime periods provided that the work for which overtime is required is that which the Steward is qualified to do, and provided further that the Steward shall perform such work during the scheduled overtime period.

Section 3. Stewards 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.

A Steward shall not leave his assigned work until he has notified his supervisor that his presence is required in connection with the handling of a grievance and has received the supervisor's approval to leave his work for that purpose. Permission to leave work for purposes of investigating or processing a grievance shall not be unreasonably withheld.

The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

Section 4. Subject to prior notice and approval of the Employer, authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such visitation shall not be unreasonably denied by the Employer and shall not interfere with the work of employees.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance at reasonable times, at the discretion of the Employer. Said inspection shall be preceded by a written request to the Employer listing the employee and items questioned, whereupon the Employer will, upon approving the inspection, denote the time of said inspection.

Section 5. The Union may request an employee be released, without pay, for purposes of attending a Labor Convention or to perform other official Union business. Such leave shall be at the discretion of the Employer and shall not disrupt the Employer's operations.

The Union shall provide at least forty-eight (48) hours written notice for any such leave and shall specify the reason for the leave and the length of time off requested.

Seniority shall continue to accrue for the duration of said leave(s).

ARTICLE 6 MANAGEMENT RIGHTS

The Employer shall remain vested with all management functions, including, but not limited to, the full and exclusive right: to hire, direct, promote, demote, discharge, and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work, including starting and quitting times; to determine the length of the work week; to reduce

the workforce and layoff and recall employees; and to control, direct and supervise all equipment subject to the terms of this Agreement. The obligation of City officials to taxpayers and to the best economic interest of the taxpayers shall at all times be the paramount consideration in arriving at methods of operation.

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 Union 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 Union. Any resolution or forfeiture of a grievance shall be final and binding upon the employee(s) involved, the Union, and the Employer.

Any employee involved in the grievance procedure shall first notify his supervisor before leaving his job or work station. A Union representative shall be present at all stages of the Grievance Procedure once the grievance has been reduced to writing unless specifically excluded in writing by the employee. No grievance may be advanced beyond Step One without the concurrence of the Union's Chief Steward.

For the purpose of this Article, "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 (3) work days of the date the employee and/or the Union becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. The employee may have a Union representative present. If the grievance is not settled, it shall be reduced to writing, signed by the employee and a representative of the Union, and submitted to the aggrieved employee's Department Head within ten (10) work days of the date the employee and/or the Union becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance.

Step Two

The written grievance will then be discussed between the employee, a Union representative, and the Department Head. The Department Head shall be responsible for setting up a meeting for such discussion within ten (10) work days of receipt of the written grievance. Within ten (10) work days of the meeting, the Department Head will give his decision in writing to the employee and the Union representative.

Step Three

In the event the grievance is still not settled, the Union's Chief Steward may request a meeting with the Human Resources Director. This request shall be submitted in writing within ten (10) work days of the Department Head's decision. A meeting between the Union's Chief Steward and the Human Resources Director will be held within ten (10) work days of the Human Resources Director's receipt of the request. The decision of the Human Resources Director shall be issued in writing within ten (10) work days thereafter.

Step Four Arbitration

In the event the answer at Step Three of the Grievance Procedure does not resolve the grievance, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the Michigan Employment Relations Commission no later than thirty (30) work days after the Union's Chief Steward receives the Employer's answer at Step Three. Concurrent notification of such appeal shall be provided to the Human Resources Director. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step Three disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Labor Arbitration Rules of the Michigan Employment Relations Commission (MERC) in effect at the time the Union'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 Union.

The fees and approved expenses of the arbitrator shall be shared equally by the Union and the Employer. All hearings shall be held in the Employer's conference facilities in the City of Monroe. Except as hereinafter provided, each party shall be responsible for compensating its own representatives and witnesses. Employee witnesses, except the grievant(s) and the Union's Chief Steward, 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 Union's Chief Steward shall be excused from work with pay 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 Union and any employee or employees involved and cannot be changed by any individual.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular pay rate as set forth in Appendix A, less any unemployment compensation or other compensation he may have received during the period in question from any source of employment not previously approved, in writing, by the Employer as supplemental employment.

Section 3. An agreement reached between the Employer and the Union as to the resolution of a grievance or dispute is binding on all employees affected.

Section 4. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Union and the Employer.

Section 5. 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 Three. 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 Union's Chief Steward disagrees with the decision, he may appeal the matter to Step Four within two (2) work days of receipt of the written decision of the Human Resources Director.

ARTICLE 8 STRIKES AND LOCKOUTS

Section 1. The grievance procedure set forth in this Agreement provides the sole remedy for the settlement of employee grievances. Accordingly, neither the Union nor any employee or group of employees shall, either directly or indirectly, cause, authorize, or condone, or take part in, any strike (including a sympathy strike), work stoppage, interruption, sickout, sitdown, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

Section 2. In the event of any conduct prohibited in Section 1 above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until

such conduct has ceased.

Section 3. In the event of any conduct prohibited in Section 1 above, the Union, its officers and agents shall, 1) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, 2) direct such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and, 3) otherwise take all effective means to terminate the unauthorized conduct by employees.

Section 4. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Three of the Grievance Procedure, provided a written grievance is filed with the Employer within three (3) working days after such discipline or discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

Section 5. The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment, facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Employer's employees prohibited under Section 1 above, or of the actions of employees of another employer, such inability to work shall not be declared a lockout.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. Seniority employees shall not be disciplined or discharged without just cause.

Section 2. 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 infractions. A third warning notice and a three (3) day suspension, without pay, shall be given to the employee for a third infraction. The employee shall be discharged for a fourth infraction.

(b) All warning notices shall remain in effect for a period of twelve (12) months from the date of the last infraction.

Section 3. No warning notice will 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 Chief Steward, the Union Steward, and the Director of Human Resources.

Section 5. An employee may, upon request, obtain the presence of his Steward during a meeting in which he reasonably expects to be disciplined. When a Steward is requested, the disciplinary process will stop until the Steward is present with the employee. During the meeting the Employer's representative will advise the employee and the Steward of the discipline contemplated and the reason for it. During this meeting, the Steward shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

ARTICLE 10 RULES AND REGULATIONS

The Union 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 also provide at least ten (10) days notice of any work rule adoptions or revisions to the Union. The Employer shall post its rules and regulations on employee bulletin boards and provide each employee with a copy.

The Union agrees that all employees shall abide by the Employer's rules and regulations. All such rules and regulations are hereby made a part of this Agreement by reference as though they were fully incorporated herein.

ARTICLE 11 PROBATIONARY PERIOD

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

The Union shall be notified of the termination of probationary employees.

ARTICLE 12
SENIORITY

Section 1. After an employee has successfully completed his probationary period of employment, his bargaining unit seniority as a regular full-time employee shall date back to his last date of hire. Such seniority shall be used for purposes of layoff and recall, and promotions to positions in other departments. Departmental seniority shall be defined as the date last hired or transferred into the department and shall be used for job assignments, promotions within the department, and vacation selection. An employee's period of continuous service with the Employer, computed from his last date of hire as a regular full-time employee without regard to bargaining unit and department, shall be used for purposes of determining the employee's entitlement to longevity, sick leave and vacation accruals, and sick pay bonuses.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted on employee bulletin boards.

Section 3. An employee's seniority and employment shall terminate if:

- (a) the employee quits; or
- (b) the employee is discharged; or
- (c) the employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within two (2) weeks after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown on the Employer's records; or
- (d) the employee is absent from work for three (3) consecutive working days without providing the Employer with a reason for such absence that is acceptable to the Employer; or
- (e) the employee overstays a leave of absence without providing the Employer with a reason acceptable to the Employer; or
- (f) the employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence; or
- (g) a settlement has been made with the employee; or
- (h) the employee is retired; or

- (i) the employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his active employment or two (2) years, whichever is lesser; or
- (j) the employee falsified pertinent information on his application for employment.
- (k) if the employee is recalled from layoff and declines a regular full-time position or otherwise fails to return to work when recalled from layoff.

Section 4. Superseniority of Chief Steward. The Union's Chief Steward shall head the seniority list of the Bargaining Unit covered by this agreement for the purposes of layoff only during the term of office for which he is elected.

The Union further agrees to promptly advise the Employer of any changes in any such office or position. The Employer shall not be responsible in any way when such notice has not been furnished in the manner prescribed herein.

Section 5. If an employee obtains a position outside of the bargaining unit but remains an employee of the Employer, he shall retain his bargaining unit seniority for six (6) months. After six (6) months, he shall forfeit all seniority rights in the bargaining unit. If the employee returns to the unit before the end of the six (6) month period, he shall return to the classification (job) he held at the time of his (promotion) transfer.

ARTICLE 13 LAYOFF AND RECALL

Section 1. In the event the Employer determines a layoff to be necessary, such layoff will be from classifications selected by the Employer and in numbers determined by the Employer, subject to the terms and conditions specifically provided for herein.

Section 2. Employees shall be laid off in the following order:

(a) Temporary, seasonal and part-time employees within the affected department and classification shall be laid off first, in any order, provided the remaining probationary and seniority employees are qualified and able to perform the available work.

(b) Probationary employees within the affected department and classification shall be laid off next, in any order, provided the remaining seniority employees are qualified and able to perform the available work.

(c) If additional layoffs are required, seniority employees shall be displaced in order of their bargaining unit seniority within their department and classification, least senior first,

provided the remaining seniority employees are qualified and able to perform the available work.

An employee who is being displaced shall have the right to exercise his seniority to displace other less senior employees in the bargaining unit as follows:

Step 1

The employee shall first displace a less senior employee in his pay grade in any classification he previously held, provided he possesses the required training, certifications, licenses and ability to perform the duties of the classification.

Step 2

If the employee has not been placed utilizing Step 1, the employee may displace a less senior employee in a job classification in a higher pay grade, provided he has previously held the classification on a permanent basis, and possesses the required training, certifications, licenses and ability to perform the duties of the classification.

Step 3

If the employee has not been placed utilizing Step 2, the employee may displace the least senior employee in a lower pay grade who holds a position for which the employee possesses the required training, certifications, licenses and ability to perform the duties of the classification. An employee who bumps into a lower pay grade under this procedure may exercise the right to return to his former classification upon position restoration; provided such position is restored and the employee exercises his right to return within two (2) years of the position's initial elimination.

Step 4

If the employee has not been placed utilizing Step 3, the employee shall be permitted to displace a part-time or temporary employee in a lower pay grade in another department (to be designated by the Employer), provided the employee possesses the minimum requirements of the position.

Step 5

If the employee has not been placed utilizing Step 4, the employee shall be laid off.

Section 3. Employees will be recalled in inverse order of layoff, provided they possess the required training, certifications, licenses and ability to perform the duties of the position to be filled. The employee shall be notified of his recall by certified mail and must report his intentions to return within three (3) days of receipt of the Employer's notice of recall. An employee who fails to report his intentions, declines a position, or fails to return to work within two (2) weeks of receipt of notice of recall shall forfeit his seniority and all other employment rights.

ARTICLE 14 COMPENSATION

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

Section 2. Classifications and Pay Grades. The classifications, pay grades and base wage schedules for positions covered by this Agreement are set forth in Appendix B of this Agreement.

New employees shall commence their employment in the bargaining unit at that step of the Wage Schedule set forth in Appendix B as determined by the Employer.

Each July 1 the employee shall advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

Section 3. Longevity Payments. All employees hired on or after July 1, 2008, shall not be eligible for longevity pay. Full-time 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. Full-time employees on the Employer's payroll as of December 1, shall be entitled to longevity pay in accordance with the following schedule:

0 - 5 Years = None

After completion of 5 years to 10 years = \$25.00 x years of service

After completion of 10 years to 20 years = \$30.00 x years of service

After completion of 20 years and after = \$35.00 x years of service

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. The longevity pay is based upon

the number of weeks between the preceding December 1 and the employee's date of retirement or death.

Section 4. Pay Adjustments for Promotions and Transfers

(a) An employee who is promoted to a classification in a higher pay grade, or temporarily transferred to a higher graded position, shall receive an increase in base pay to the rate specified for that step of the new classification on the Wage Schedule (Appendix A) 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) An employee who is transferred to a classification in the same pay grade shall continue to receive the same base pay.

(c) An employee who is temporarily assigned to a classification in a lower pay grade shall continue to receive the same base rate of pay he received in his regularly assigned position.

(d) An employee who applies for and is transferred to a position in a lower pay grade, is demoted, or is transferred and regularly assigned to a position in a lower pay grade through layoff and/or recall, shall have his base pay decreased to the rate specified for that step on the Wage Schedule (Appendix A) in such lower graded classification which corresponds to the step on which he was placed at the time of his transfer or reclassification, and his base rate reduced accordingly.

Section 5. Certification Pay. Employees covered by this Agreement shall not be eligible for payments pursuant to Ordinance No. 79-023. Effective July 1, 2017, and each July 1 thereafter, employees of the Water and Wastewater Departments who hold a certification (or certificates) issued by the State of Michigan, pursuant to the Safe Drinking Water Act 399 of 1976, the Natural Resources and Environmental Protection Act 451 of 1994, the Michigan Water Environment Association (MWEA) and the Michigan Administration Code, shall receive, in addition to their regular base compensation herein provided for, the following reimbursement for attaining the following certifications:

Water Filtration	Water Distribution	Wastewater	MWEA	Amount
F-1	S-1	A	GRADE 4	\$1,600
F-2	S-2	B	GRADE 3	\$1,000
F-3	S-3	C	GRADE 2	\$700
F-4	S-4	D	GRADE 1	\$400

Unless approved by the Department Director, no employee shall receive reimbursement for more than one certificate.

An employee shall receive payment for certification only when working in a job where the certification is required and applicable.

Section 6. Lump-Sum Premium Payments. The Employer shall make four (4) lump-sum premium payments (not added to base salary) as follows:

- (a) Within thirty (30) days after ratification of this Agreement, the Employer shall make a lump-sum premium payment (not added to base wage) to each employee in the amount of \$500, less required state and federal taxes.
- (b) Within thirty (30) days after July 1, 2022, the Employer shall make a lump-sum premium payment (not added to base wage) to each employee in the amount of \$1,500, less required state and federal taxes.
- (c) Within thirty (30) days after July 1, 2023, the Employer shall make a lump-sum premium payment (not added to base wage) to each employee in the amount of \$500, less required state and federal taxes.
- (d) Within thirty (30) days after July 1, 2024, the Employer shall make a lump-sum premium payment (not added to base wage) to each employee in the amount of \$500, less required state and federal taxes.

ARTICLE 15 JOB CLASSIFICATIONS

- (a) Attached to this Agreement are the following Appendices:

- 1. Appendix A. Pay Grade and Job Classifications.
- 2. Appendix B. Wage Schedule.
- 3. Appendix C. Job Analysis Questionnaire.
- 4. Appendix D. Job Evaluation Point Factor Plan.
- 5. Appendix E. Job Classification, Point Factor, and Pay Grade Analysis.

These Appendices have been agreed to by the Employer and the Union for purposes of evaluating and classifying jobs under the Employer's Compensation and Classification System. The Employer and the Union agree upon and accept these documents as the basis for payment of salaries as provided herein. 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 Union President or interested employees upon their reasonable request.

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 Union of the new or revised job classification or job description and its pay grade prior to posting. The Employer shall also provide the Union with a copy of the new job classification and/or description. If requested within ten (10) calendar days after such notification, the Human Resources Director and the Department Head shall meet with the Union's Chief Steward and Department Steward 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/she shall use as the basis for her/his decision the factors and information referenced in Appendices A through E of this Agreement.

b) Upon ratification of this Agreement, all employees working in the classifications of the Parks Maintenance Worker, Job Leader/Water Distribution, and Job Leader/Forestry shall be provided a questionnaire by the Employer's Human Resources Department. The questionnaires shall be completed and returned by employees to Human Resources within thirty (30) calendar days and promptly forwarded by Human Resources to Municipal Consulting Services, LLC for analysis, and determination of their proper pay grade utilizing the Employer's Job Evaluation Point Factor Plan. (See Appendices C-E). The determination of the pay grades to be assigned to the above referenced classifications shall be final and binding on all affected employees, the Union, and the Employer, without right of further review or appeal under this Collective Bargaining Agreement or any other forum provided by law.

c) The Employer agrees to update its Classification and Compensation System during the last year of this Agreement. In addition, prior to undertaking this update, the Employer agrees to provide the Union with a list of comparable employers that will be used for the market analysis portion of the update, it being understood and agreed that the final determination of the comparables to be utilized in the update shall be that of the Employer, in its sole and exclusive discretion.

ARTICLE 16 HOURS OF WORK

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

Section 1. Work Week. The work week shall begin at 12:01 a.m. Sunday and end at 11:59 p.m. the following Saturday.

Section 2. Shift Working Hours. The midnight shift shall commence between the hours of 10:30 p.m. and 1:00 a.m. The day shift shall commence between the hours of 5:00 a.m. and 9:00 a.m. The afternoon shift shall commence between the hours of 1:30 p.m. and 5:30 p.m.

Section 3. Shift Premiums. An employee who works the midnight shift shall be paid a shift premium of \$0.35 for all hours worked on such shift. An employee who works the afternoon shift shall be paid a shift premium of \$0.25 per hour for all hours worked on the shift.

Overtime compensation shall include 1½ times the hourly shift premium for each overtime hour worked.

Shift premium is paid only for hours worked as described herein. Shift premium does not apply to training time, sick time, vacation time, personal time, holiday pay (day off), bereavement leave or any other type of leave time.

Section 4. Overtime Pay.

(a) All employees assigned a regular eight (8) hour work day shall receive time and one-half for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period. All employees assigned a regular ten (10) hour work day shall receive time and one-half for all hours worked in excess of ten (10) hours in a twenty-four (24) hour period.

(b) An employee who is regularly scheduled to work five eight (8) hour work days per week shall be paid time and one-half for all hours worked on his 1st scheduled day off in any one work week, provided the employee, unless otherwise excused by the Employer, works all of his regularly scheduled hours of work the preceding five (5) days of such work week. Except as hereinafter provided, an employee shall be paid double time for all hours worked on his 2nd scheduled day off of work in any one work week, provided the employee, unless otherwise excused by the Employer, has worked all of his regularly scheduled hours of work in such work week. If the employee works on his 2nd scheduled day off after having declined to work the 1st scheduled day off, he shall receive only time and one-half for hours worked on the 2nd scheduled day off.

(c) An employee who is regularly scheduled to work four ten (10) hour work days per week shall be paid time and one-half for all hours worked the 1st time he works a regularly scheduled day off in any one work week, provided the employee, unless otherwise excused by the Employer, works all of his regularly scheduled hours of work during the normal work week.

An employee shall be paid double time for all hours worked the 2nd and/or 3rd time he works a regularly scheduled day off in any one work week, provided the employee, unless otherwise excused by the Employer, has worked all of his regularly scheduled hours of work during the normal work week.

Notwithstanding the foregoing, if the employee works all of his regularly scheduled hours of work during his normal work week, has not declined to work one of his previously scheduled days off during that work week, and the 1st scheduled day off that he is offered to work happens to fall on Sunday, the employee shall be paid double time for all hours worked that Sunday.

(d) Employees who work overtime may elect to receive compensatory time off in lieu of overtime pay, or a combination of overtime pay and compensatory time off. Compensatory time off shall be limited to forty (40) hours in a calendar year. Employees shall indicate on their time cards or time sheets when they desire to receive compensatory time off in lieu of overtime pay.

Compensatory time off must be used in the six (6) month period in which it has been earned. The first six (6) month period runs from the first pay period that ends in January to the last full pay period in June. The second six (6) month period runs from the first pay period that ends in July to the end of the last full pay period in December. Compensatory time not used by the end of the period in which it is earned will be paid to the employee at the employee's current regular hourly rate. The payout of compensatory time will occur the pay period following the end of the applicable six (6) month period.

Employees will be permitted to use their accrued compensatory time off within a reasonable period of their submitting a request to their Department Head, if such use does not disrupt the operation.

(e) There shall be no pyramiding of overtime pay.

Section 5. Notification of Overtime Assignments. Except when an emergency is invoked by the Employer, advance notice of overtime to be worked is to be furnished in the following manner:

(a) Overtime beyond a shift will be scheduled at least one and one-half hours before the end of the shift unless it is self-evident that the cause for the overtime arose after that time and could not be foreseen in advance of the normal notice time.

(b) Overtime on a weekly scheduled basis shall be noticed to affected employees no later than noon of the next to last day of the employee's normal work week preceding said assignment.

(c) Overtime scheduled on Saturday, Sunday or a holiday shall be noticed to affected employees no later than noon of the next to last day of the employee's normal work week preceding said assignment.

Call-out lists are to be compiled on which those employees who do not desire such

assignments need not enroll but those employees willing to accept assignments will sign up. Employees shall have the option to add their names to or delete them from such call-list in accordance with their determination of personal availability. Call outs shall not have to be resorted to involving a vehicle such as police car or fire truck, which in the course of its routine runs becomes inoperable due to a minor and quickly repairable malfunction (such as a broken belt or water hose) which common sense dictates should be repaired at the nearest available facility (but this is not carte-blanche for effecting serious repairs, including such malfunctions as starters or fuel pumps without first involving call outs).

Affected employees shall have the right to decline overtime work as long as sufficient properly classified volunteers provide the Employer with the needed quota of qualified employees to carry out the intended work project. When less than the required quota of eligible classified employees volunteer to assume scheduled overtime, the Employer shall have the right to assign the work by inverse order of seniority taking into account the possibility that legitimate and inescapable need to be excused might relieve a subject individual of the burden, which then passes to the next lower seniority employee.

Section 6. Overtime Procedures

(a) Department of Public Services Employees. The Department shall keep overtime records showing overtime worked and overtime refused. Overtime assignments will be by seniority in classification with the exception that short periods of overtime required for an employee to complete a job started during the regular shift shall be exempt for this procedure.

Notwithstanding the foregoing, the Employer shall first offer those employees who are regularly assigned to operate street sweepers and vactor equipment the opportunity to work overtime requiring the operation of such equipment. If these employees refuse such overtime, then the Employer will revert to the standard call out procedures provided herein.

Employees shall be contacted for such overtime work at the telephone number they have provided to their supervisor. The word of the Employer's contacting party shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted.

If all employees in a classification decline the overtime assignment, the Employer shall not be restricted in using other bargaining unit employees to voluntarily fill the overtime assignments. If there are no volunteers for such work, employees within the affected classifications will be required to work overtime, least senior employee first.

During winter maintenance/snow removal operations, the Employer may re-assign staff for a second shift. Assignment to a specified shift will be by seniority within classification. Additional shift assignments will consider seniority and the availability and skills of the employees. Assignments will not be arbitrary or capricious. When a second shift is scheduled

in this manner it will not be subject to the shift change provisions of Section 5 of this Article.

When a second shift is scheduled, employees shall work a minimum of twelve (12) hours, but no more than sixteen (16) hours and must have at least an eight (8) hour rest period before starting another shift.

Any employee who is excused from work due to illness shall be ineligible for overtime work until the employee returns to work following such absence for a full work shift. The exception to this would be in that circumstance where the Department overtime list is exhausted and additional personnel are still needed. In that event, employees who have given written notice to their Department Head in advance of their "Request for Leave" indicating that they are available for overtime shall then be called in to work. If additional personnel are still needed, then the Department shall go to pre-qualified employees in other departments and then to temporary personnel.

(b) Wastewater Treatment Employees. The operator on duty, at the time a vacancy on the following shift becomes known, shall receive the opportunity to work overtime. In such event, he shall have the option of working the full eight (8) hour shift or may choose to split the eight (8) hours with the operator scheduled to work the shift following the vacancy.

If the operator on duty declines the overtime, the next choice shall be the operator scheduled to work the following shift. If that person declines, the operator off duty shall be given the next option to work. If no operator in a particular classification volunteers to work, personnel in other classifications shall be given the option.

The utility operator may be assigned to work as a replacement if he is already scheduled to be on duty on the vacant shift or if no operator can be reached. Utility operators are now scheduled for day shifts and are available for scheduling to cover vacations and other absences of more than two (2) days.

Refusal to accept overtime will result in the employee being bypassed for voluntary overtime assignments for twenty-four (24) hours from the time called.

Section 7. Shift Change - Department of Public Services Only. The starting time for employees who perform sweeping, spraying, painting or maintenance work may be changed by management when additional efficiency can be gained. The employees affected by this change will be given two (2) days prior notice of such change. If there is less than two (2) days notice, the affected employees will receive time and one-half for the first scheduled day worked. If an employee not performing the above functions has his schedule revised, the foregoing provision shall govern, but such revision is to be reasonable and not to eliminate the obligations of overtime.

Starting time may be changed as much as two (2) hours, if in the opinion of the supervisor additional efficiency can be gained.

If the starting time is changed for employees and such employees are given proper notice, the employees shall receive time and one-half on the first scheduled day worked for hours worked before and after the new scheduled eight (8) hours, provided the new schedule of eight (8) hours are worked.

Section 8. Lunch Periods. Employees in the Water and Wastewater Departments shall receive a thirty (30) minute paid lunch.

Employees in the Public Services Department shall receive a forty-five (45) minute lunch, with thirty (30) minutes paid. The work day is to be extended fifteen (15) minutes to accommodate the longer lunch period provided to these employees.

Section 9. Wash Up Period. Employees shall be provided a fifteen (15) minute wash up period at the end of each shift.

Section 10. Swapping Days. Employees will be permitted to swap days as long as such swaps are between employees in the same classification, require no increased cost to the Employer, and have the appropriate Department Head's written approval a minimum of forty-eight (48) hours prior to the swap.

Section 11. Call-back Pay. Employees called back to work between the end of one shift and the beginning of their next regularly scheduled shift, shall be guaranteed two (2) hours pay or work at the applicable premium rate called for in this Agreement.

Employees shall have the option to decide whether to work in excess of twelve (12) hours in a twenty-four (24) hour period (Department of Public Services only).

If an employee who is called in before his scheduled eight (8) hour shift is sent home prior to the completion of such shift, he shall receive time and one-half for the hours worked preceding such regularly scheduled shift (Department of Public Services only).

Section 12. Meter Shop Stand-by Pay. Employees assigned to the Meter Shop of the Water Department who are required to be on stand-by will receive twelve (12) hours stand-by pay per week at their regular rate. If the employee is called out during the week he is on stand-by, he shall also receive overtime and call-back pay as provided in this Agreement.

Section 13. Water and Wastewater Reschedule Payment. If a situation warrants a rescheduling of work hours in a work week, time and one-half will be paid for the first such event only.

ARTICLE 17
REGULAR POSITION VACANCIES

Section 1. Regular position vacancies shall be posted on the bulletin board of each Department for not less than three (3) work days. Vacancies shall first be made available for bid by qualified seniority employees within the Department. If no qualified employees from within the Department bid on the position, the position shall be opened for bid by other qualified employees in the bargaining unit. If no qualified employees from within the bargaining unit bid on the position, the vacant position shall be opened for applicants from outside the bargaining unit.

Employees who meet the minimum requirements as determined by the Human Resources Department will be interviewed by a 3 or 4-member Interview Panel that includes: (1) the vacant position's supervisor from COMEA Unit II (if applicable); (2) the Department Head for the vacant position; (3) the Director of Human Resources; and (4) either the City Manager or his/her designee. The individual who receives the highest score under the following rubric will be awarded the position:

1. Performance Evaluation completed by employee's supervisor (Appendix I)
(Maximum of 35 points)
2. Seniority (1 point for every year of service, capped at 25 years)
(Maximum of 25 points)
3. Interview Panel score (Maximum of 25 points)
4. Experience score, based on years in relevant position (Maximum of 10 points)
5. Education score, assessed as follows based on an employee's highest level of education: 1 point for high school diploma or GED; 2 points for associate degree; or 2 points for bachelor's degree or higher (Maximum of 5 points)

Section 2. The employee chosen for a regular position vacancy will be notified of his selection by the Employer. Once on the job, the employee shall serve a ninety (90) calendar day probationary period. This ninety (90) day probationary period shall have no effect on the employee's overall seniority. If the employee does not successfully complete his probationary period, he shall be returned to his former position and former rate of pay.

Section 3. Eligibility lists shall be established for each regular position vacancy. Eligibility lists shall be in effect for one (1) year. Qualified bidders shall be ranked on the eligibility list by seniority.

Section 4. When an employee is temporarily up-graded or trained on a new piece of specialized equipment, the employee may request that the Employer complete a record of Equipment Operation/Evaluation. The record shall be signed by the appropriate supervisor.

Section 5. The Employer reserves the right to hire from outside the bargaining unit if, in the opinion of the Employer, no employee is qualified to fill the vacancy or no bids are received from qualified employees in the bargaining unit.

Section 6. The Employer reserves the right to fill a regular position vacancy with a temporary or seasonal employee without following the bidding procedure for a period of six (6) months. However, employees shall be allowed to bid on regular job assignments before such jobs are permanently awarded to non-unit personnel.

ARTICLE 18 HOLIDAYS

Section 1. Holiday Pay.

(a) Each regular full-time employee shall be paid eight (8) hours straight time pay, exclusive of shift differential, 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)

To be eligible for holiday pay, the employee must have worked his last scheduled working day before and the next scheduled work day after the day of observance of the

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

holiday, unless he presents to his Department Head an excuse for his failure to do so which is acceptable to the Employer and supported by satisfactory proof.

(b) 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.

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

(d) 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.

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

(f) Time and one-half (1½) shall be paid for all work performed on a holiday in addition to regular holiday pay for not working. Employees "called in" on Thanksgiving Day, Christmas Eve Day and Christmas Day shall be paid two (2) times their regular rate for all hours worked in addition to regular holiday pay.

ARTICLE 19 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. Exceptions may be approved at the discretion of the Employer. Paid vacation time shall be earned on an annual basis based upon service rendered the preceding year. Employees may not use paid vacation time until they have completed one (1) year of service.

<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
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 completed service¹: 80 hours
- 8-15 years of completed service¹: 120 hours
- 16+ years of completed service¹: 160 hours

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

All vacation must be used within six (6) months following the year in which it is earned. Any unused vacation time 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 at this current rate of pay, up to the maximum two year carryover amount. 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 that would otherwise have been earned by the employee for that year.

ARTICLE 20 LEAVES OF ABSENCE

Section 1. Sick Leave.

(a) Regular full-time employees will accrue 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. The maximum sick leave accrual each eligible employee will be allowed to carry over from one calendar year to the next shall be 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. 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, spouse, domestic partner, or parent.

(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.

(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) Employees who have less than the maximum accrual of 800 sick leave hours as referenced in Section 1 (a) above, may elect to have unused sick leave hours credited to their accrual at the end of each calendar year (not to exceed a maximum of 800 hours). Employees shall inform the Finance Department if they desire to have unused sick leave hours applied to their sick leave accrual by November 30 of each calendar year. Time so applied to an employee's sick leave accrual shall not be eligible for the bonus payment hereinafter provided.

Employees who do not inform the Finance Department on or before November 30 of each calendar year shall, in January of the following calendar year, receive a sick bonus payment equal to one-half ($\frac{1}{2}$) 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 up to but not in excess of the maximum permitted accrual of 800 hours. The sick leave bonus payment shall be determined by using the employee's base rate of pay as of December 31. In no event shall the amount of the bonus be for more than forty-eight (48) hours base rate of 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 be available to regular full-time employees only. The terms and conditions governing such leaves shall be as follows.

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

Payments to employees during such leaves shall be governed by the regulations of the MWDC. In addition, 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 be deducted from the employee's accrued sick leave account and shall in no case exceed the employee's accrued sick leave benefits. The deduction from the employee's accrued sick leave account will be rounded to be in full 15 minute increments and will be deducted first from any sick leave earned by the employee in the current year. Any sick leave used by the employee for the purpose of receiving a supplemental payment shall be subtracted from an employee's annual sick leave bank, thereby reducing an employee's sick leave bonus payment as referenced in Article 20, Leaves of Absence, Section 1 (f). Sick Leave.

All regular 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. (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. The employee's sick leave account shall be reimbursed commensurate with the amount of the reimbursement.)

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.

Regular full-time 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.

A regular full-time 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 A .

Section 3. Emergency Leave. Employees shall be entitled to a leave of absence, with pay, to attend to a medical emergency involving the employee's spouse and children. The maximum duration of such leave will be twenty-four (24) hours (e.g. the equivalent of three (3) eight hour days). (Note: The term medical emergency means a condition which occurs suddenly and unexpectedly and threatens life or bodily functions, or could result in serious bodily harm unless medical treatment is received promptly.)

All employees who commence their employment on or after July 1, 2008, shall have such time charged to his/her sick leave, if available. If all such time has been exhausted it shall be charged to the employee's personal leave or accrued vacation benefits. If those benefits have similarly been exhausted, such time shall be taken without pay.

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. Regular full-time employees hired on or before July 1, 2000, are eligible for twenty-four (24) hours of personal leave per fiscal year.

Regular full-time employees hired after July 1, 2000 and prior to July 1, 2008, shall receive sixteen (16) hours of personal leave per fiscal year for their first nine years of service. After ten (10) years of service such employees shall receive twenty-four (24) hours of personal leave per fiscal year. Such time cannot be carried over from one fiscal year to the next. Any unused personal leave time shall be forfeited as of June 30 of each year.

Regular full-time employees hired on or after July 1, 2008 shall be eligible for sixteen (16) hours of personal leave per fiscal year. Employees who have commenced their employment after July 1 shall receive prorated personal leave time during the first fiscal year of eligibility.

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 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. An employee may be granted a bereavement leave of absence, with pay, for a death in the immediate family upon the recommendation of the immediate supervisor, 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, grandparent, spouse's parent or spouse's grandparent; two (2) days for the death of the employee's grandchild; and one (1) day for the death of the employee's brother-in-law and sister-in-law.

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.

Time off shall be taken between the date of death and the funeral or memorial service.

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, exclusive of premium, 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 21
HEALTH, DENTAL, LIFE, AND LTD 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. Each regular full-time employee hired prior to September 26, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PPO 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 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) PPO 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

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

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. (See Appendix D-3)

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 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.

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

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 payments 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. Each regular full-time employee 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 20, 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 Union 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/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 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 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 9th 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	100%	0%
Emergency Palliative Treatment	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>		
Prosthodontic Services	50%	50%
<u>Class IV Benefits</u>		
Orthodontic Services (to age 19)	50%	50%

Maximum Payment - \$800 per person total per benefit year on Class I, Class II and Class

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's dependent children to the end of the month in which they turn 26, if they meet the requirements as defined and provided for in the respective plan documents.

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 20, 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. 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 dental care coverage shall be reinstated commencing with the employee's return. The Employer shall establish the policy for the collection of employee payments.

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 Union of such changes prior to their becoming effective.

Section 4. Term Life Benefits. The Employer shall provide each regular, full-time 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. In the event of accidental death, the employee shall receive double the above benefits. 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 goes on a leave of absence, terminates, retires or is laid off.

Subject to insurance carrier underwriting requirements and approval, when on an authorized unpaid leave of absence, the employee will be permitted to continue his or her term life and accidental death and dismemberment benefits coverage for the period he is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence or layoff, an employee's group term life and accidental death and dismemberment coverage shall be reinstated commencing with the employee's return. The Employer shall establish the policy for the collection of employee payments.

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 Union 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. 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 \$1,200 per month. The terminal date for receiving benefits shall be the date the employee attains age sixty-five (65) or the date the employee becomes eligible for Social Security Disability Benefits, whichever comes first.

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. Vision Care Benefits.

Effective January 1, 2022, regular full-time employees (and his eligible dependents¹) shall be entitled to vision care benefits commencing on their 91st day of continuous employment, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as stated in its plan.

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

To qualify for vision care benefits as described, such employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his own cost the coverage here provided.

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 Union of such changes prior to their becoming effective.

ARTICLE 22 RETIREMENT AND RETIREE HEALTH CARE

Section 1. Purpose.

The purpose of this Article is to describe the post-retirement benefits that are available to eligible employees after they retire from employment with the Employer. Notwithstanding anything to the contrary herein, the changes set forth herein shall apply with respect to post-retirement benefits on or after July 6, 2021 (the "CBA Ratification Date"). To the extent consistent with this Article 22, the post-retirement benefits shall be governed by the terms of the written Retirement System and retiree health care plan documents. The Employer reserves the right to change insurance carriers, plan vendors, investment options and/or the manner in which the Employer administers and provides the post-retirement benefits described in this Article 22.

Section 2. City of Monroe Municipal Employees' Retirement System, Including the Traditional Defined Benefit and the Hybrid Benefit (the "Retirement System").

A. Eligibility. Other than a Member of the Retirement System prior to the CBA Ratification Date (a "Member"), no employee covered under this Agreement shall become a Member under the Retirement System on and after the CBA Ratification Date. Specifically:

(1) With respect to an individual who is employed or reemployed by the Employer on or after the CBA Ratification Date, he or she shall not be eligible to participate in, become a Member under or otherwise accrue or become entitled to benefits under the Retirement System.

(2) With respect to an employee who is not a Member of the Retirement System as of the CBA Ratification Date, he or she shall not be eligible to participate in, become a Member under or otherwise accrue or become entitled to benefits under the Retirement System after the CBA Ratification Date.

B. Traditional Defined Benefit for Employees Hired On or Before December 31, 1997. Subject to the terms and conditions herein provided, as applicable, the Employer agrees to maintain the Retirement System now in effect for all employees covered by this Agreement who were hired and were Members of the Retirement System on or before December 31, 1997 and who did not elect to irrevocably convert to the Hybrid Benefit under the Retirement System during the one-time election window (referred to as a "DB Member"). The following rules shall apply to a DB Member:

(1) A DB Member shall contribute to the Retirement System member contributions equal to five percent (5%) of his or her wages that are included in final average compensation.

(2) A DB Member shall be eligible for retirement upon attaining (i) age 60 or older with 10 or more years of credited service, (ii) 65 or older with 5 or more years of credited service, or (iii) in accordance with the Rule of 80 which provides for retirement when the DB Member's age as of his or her last birthday plus years of credited service equals or exceeds 80.

(3) A DB Member shall have a monthly benefit formula equal to 2.2% percent of the DB Member's final average compensation multiplied by his or her years of credited service. The computation of final average compensation shall include base salary/pay, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Notwithstanding the foregoing, for all service on and after 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.

(4) A DB Member shall receive, effective after one (1) year of retirement, a two percent (2%) cost-of-living adjustment, non-compounded. Such COLA adjustment shall be calculated by using the DB Member's original retirement benefit on each anniversary date of his or her retirement.

(5) A DB Member shall have the opportunity to apply for "Early Retirement." Early retirement shall be available when the DB Member reaches age 50 or older and is 100% vested in his or her accrued benefits under the Retirement System. Upon opting for early retirement, the DB Member 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 DB Member may elect to receive this amount as a straight life benefit or as any of the standard optional forms provided under the Retirement System.

Age as of a DB Member's Last Birthday	Factor
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

DB Members 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 DB Member has made his or her election and commences his or her benefit under the Retirement System, the election cannot be changed.

C. Hybrid Benefit for Members Hired On or After January 1, 1998, and on or before the CBA Ratification Date. Subject to the terms and conditions herein provided, including the Opt-Out Election provisions set forth in Section 3 below, as applicable, all Members covered by this Agreement who (i) were hired on or after January 1, 1998 and were Members of the Retirement System on or before the CBA Ratification Date or (ii)

were DB Members prior to January 1, 1998 and made the one-time, irrevocable election to convert from the traditional DB Benefit to the Hybrid Benefit, shall be provided the Hybrid Benefit as provided in Section 127-48 of the Retirement System Ordinance, as amended through this Agreement or any amendment to the Ordinance that is consistent with this Agreement (referred to as a "Hybrid Member").

The Hybrid Members shall contribute member contributions to the Retirement System in the amount equal to four percent (4%) of their wages that are included in the final average compensation to the Plan. For Hybrid Members, final average compensation shall include the following amounts depending on date of hire as follows:

(1) For Hybrid Members hired on or after January 1, 1998 and on or before September 26, 2011, final average compensation shall include base salary/pay, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Notwithstanding the foregoing, for all service on and after December 31, 2014, the computation of final average compensation shall not include overtime and payoffs for unused vacation benefits in excess of 240 hours, and any other payments not expressly referenced herein.

(2) For Hybrid Members hired after September 26, 2011 and before the CBA Ratification Date, final average compensation shall include base salary/pay only.

Section 3. Hybrid Members' Opt-Out Election from the Retirement System.

An employee who currently is a Hybrid Member of the Retirement System may voluntarily opt-out of the Retirement System and join the Employer's Defined Contribution Retirement Plan (DC Plan) (such Members shall be referred to as the "Electing Hybrid Members"). This option is a one-time, irrevocable election during a specified window period established by the Employer during which the Electing Hybrid Member may voluntarily exercise such option by completing an Election and Waiver form and returning it to the Human Resources Department by the deadline established by the Employer. Subject to paragraphs A and B below, an Electing Hybrid Member who voluntarily exercises this one-time irrevocable option to join the DC Plan shall irrevocably cease to be a Member of the Retirement System and shall not accrue any additional benefits under the Retirement System beginning on and after January 1, 2022 (the "Election Effective Date"). An Electing Hybrid Member shall become a participant under the Employer's DC Plan as of the Election Effective Date and shall make mandatory contributions to the DC Plan in the amounts set forth below. The following rules shall apply to Electing Hybrid Members:

A. Vested Member. With respect to an Electing Hybrid Member who has three (3) or more years of credited service under the Retirement System as of the Election Effective Date, he or she shall either, as elected by such Electing Hybrid Member in the Election and Waiver form, have a frozen benefit under the Retirement System as

described in subparagraph (1), or a converted benefit under the DC Plan as described in subparagraph (2) as follows:

(1) A frozen accrued benefit under the Retirement System that will be computed based on the Electing Hybrid Member's years of credited service, final average compensation, the benefit multiplier percentage or other relevant factors in effect as of the Election Effective Date. The payment of such frozen accrued benefit to the Electing Hybrid Member shall be subject to all provisions under the Retirement System.

(2) An amount equal to one-hundred and fifty percent (150%) of the Electing Hybrid Member's balance of accumulated contributions (including accumulated interest credits) under the Retirement System automatically shall be transferred from the Retirement System to the DC Plan through a direct plan-to-plan transfer. Such Electing Hybrid Member shall voluntarily forfeit all past, present and future rights to any benefit or accruals from the Retirement System and shall not thereafter resume membership under the Retirement System under any circumstances.

B. Unvested Member. With respect to an Electing Hybrid Member who has less than three (3) years of credited service under the Retirement System as of the Election Effective Date, such Electing Hybrid Member shall voluntarily forfeit all past, present and future rights to (including any right to become vested in) any benefit or accruals from the Retirement System and shall not thereafter resume membership under the Retirement System under any circumstances. Such an Electing Hybrid Member shall have one-hundred and fifty percent (150%) of his or her accumulated contributions (including accumulated interest credits) under the Retirement System automatically transferred from the Retirement System to the DC Plan through a direct plan-to-plan transfer.

If a Hybrid Member does not timely exercise a one-time, irrevocable option, he or she (i) shall remain a Hybrid Member (as applicable pursuant to Section 2(C) above), (ii) continue to accrue additional benefits under and in accordance with the terms of the Retirement System and this Agreement, and (iii) generally shall not be eligible to participate in the DC Plan, except as otherwise permitted under this Agreement with respect to certain matching contributions as set forth in Section 4 below.

Section 4. Defined Contribution Retirement Plan and 457 Plan.

The Employer has adopted a Code Section 401(a), qualified defined contribution plan (the "DC Plan") and a Code Section 457(b) plan (the "457 Plan") through the Municipal Employees' Retirement System of Michigan.

A. Eligibility. An employee is eligible to participate in the DC Plan and 457 Plan as follows:

(1) An employee who is hired on or after the CBA Ratification Date or an employee who is not a Member of the Retirement System as of the CBA Ratification Date shall become participants under the DC Plan and the 457 Plan with respect to all types of contributions permitted under those plans effective as of the later of the CBA Ratification Date or the date the employee otherwise satisfies the eligibility conditions set forth under the 457 and DC Plans. A Hybrid Member who voluntarily exercises a one-time irrevocable election to cease future benefits or convert benefit accruals under the Retirement System pursuant to Section 3 above shall become a participant under the DC Plan and the 457 Plan with respect to all types of contributions permitted under those plans effective as of the Election Effective Date. In the aggregate, the employees described in this Section 4(A)(1) shall be referred to as DC Participants.

(2) Effective on and after January 1, 2022, Hybrid Members also may participate in the DC Plan and the 457 Plan, but solely with respect to (i) elective salary deferral contributions under the 457 Plan and (ii) matching contributions under the DC Plan that are made on the amounts that such Hybrid Member defers to the 457 Plan subject to the provisions set forth in this Section 4.

(3) Effective on and after January 1, 2022, DB Members also may participate in the 457 Plan, but solely with respect to elective salary deferral contributions under the 457 Plan (DB Members are not entitled to matching or any other contributions under the DC Plan).

B. Contributions. DC Participants described in Section 4(A)(1) above shall make mandatory contributions under the DC Plan beginning as of the dates set forth in such Section 4(A)(1). All employees may make voluntary contributions under the 457 Plan effective as of the dates set forth in Section 4(A)(1), (2) or (3) as applicable. The Employer also will make employer fixed contributions on behalf of participants described in Section 4(A)(1) above, and shall make matching contributions to the DC Plan with respect to DC Plan participants or Hybrid Members who elect to make elective salary deferrals in the amount of at least two-percent (2%) of compensation, each of which is effective on and after the dates set forth in Section 4(A)(1), (2) or (3) as applicable. These employee and employer contributions are as follows:

	Required Contributions ¹
Mandatory Employee Contribution -	4% of Employee's Compensation

¹ Required Contributions to the DC Plan applies only to DC Participants described in Section 4(A)(1) herein.

Deposited into DC Plan			
Employer Contribution- Deposited into DC Plan	5% of Employee's Compensation		
	Employee Voluntary Contributions ¹ and Employer Match ²		
Employee Contribution - Deposited into 457 Plan	0% of Employees Compensation	1% of Employee's Compensation	2% of Employee's Compensation
Employer Contribution - Deposited into DC Plan	0% of Employee's Compensation	0% of Employee's Compensation	2% of Employee's Compensation
	Total Retirement Contribution ³		
	9% of Employee's Compensation	10% of Employee's Compensation	13% of Employee's Compensation

For purposes of the DC and 457 Plans, Compensation shall mean:

- (1) For DC Participants and Hybrid Members for purposes of the DC and 457 Plans, such Participant's base pay or base salary/pay only.
- (2) For DB Members for purposes of the 457 Plan, such Member's W-2 gross wages.

C. 457 Plan. DC Participants, DB Members and Hybrid Members will need to complete a salary deferral election to begin making voluntary contributions to the 457 Plan (referred to as "457 Participants"). The annual maximum amount of voluntary contributions under the 457 Plan will be set forth in the plan documents and consistent with limitations under the Internal Revenue Code.

With respect to DC Participants and Hybrid Members, the Employer will make a matching contribution equal to 2% of Compensation to the DC Plan based on their voluntary contributions of at least 2% of Compensation under the 457 Plan effective on and after the dates set forth in Section 4(A)(1), (2) or (3) as applicable. 457 Participants may elect, throughout the Plan Year, to increase or decrease their salary deferrals elections in the manner permitted and accordance with the 457 Plan terms; but a DC Participant or Hybrid Member is entitled to a

¹ Voluntary contributions to the 457 Plan apply to DC Members, DB Members and Hybrid Members.

² Employer Match to the DC Plan applies to DC Participants and Hybrid Members described in Section 4(A)(1) and (2).

³ The total contribution, including employee and employer contribution, under this chart for a Hybrid Member described in Section 4(A)(2) is limited to 4% of Employee's Compensation, and such Hybrid Member also would have his or her Hybrid Benefit under the Retirement System. A DB Member is not eligible for any contributions under the DC Plan.

matching contribution equal to 2% of his or her Compensation into the DC Plan only when he or she is making salary deferrals equal to at least 2% of his or her Compensation into the 457 Plan.

D. Vesting. Eligible employees will have immediate vesting of their mandatory employee contributions made to the DC Plan and their salary deferrals made to the 457 Plan. The Employer Contributions and Matching Contributions to the DC Plan shall be subject to a three-year cliff vesting schedule (i.e., Employer Contributions and Matching Contributions shall be fully vested after the DC Participant is credited with three years of service under the DC Plan). Under the DC Plan, a Hybrid Member shall receive past credit for his or her years of service with the Employer beginning on his or her date of hire with the City.

E. Plan-to-Plan Transfer. The DC Plan shall accept plan-to-plan transfers of the accumulated contributions under the Retirement System with respect solely to an Electing Hybrid Member who voluntarily, irrevocably and timely elects to join the DC Plan and ceases membership under the Retirement System. Such plan-to-plan transfer will be automatic for each vested Member who joins and elects the converted benefit under the DC Plan as described in Section 3(A)(ii) above, or to each unvested Member who joins the DC Plan pursuant to Section 3(B) above. Such Electing Hybrid Members shall have no right or election to receive their accumulated contributions in cash. The DC Plan shall restrict the distribution of such transferred accumulated contributions until such date as the Electing Hybrid Member experiences a distributable event as defined under the terms of the Retirement System and the DC Plan.

Section 5. Retiree Health Care Benefits.

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 June 1, 2009, and, concurrent with their retirement, they commence receiving (or would have been entitled to commence receiving had they not become an Electing Hybrid Member under Section 3(A)(ii) above) benefit payments under the Retirement System referenced in Section 2(B) above, shall be eligible for health care benefits for the retiree and his or her spouse¹

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 or her retirement is not eligible to add a new spouse for healthcare benefits under this Agreement. A spouse who is covered under this Agreement at the time of a retiree's death may continue to participate in the benefits provided under this Agreement. If the spouse of a retiree remarries after the retiree's death, the retiree's new spouse is not eligible to receive healthcare benefits under this Agreement.

Until the retiree and/or his or her 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 service¹ (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of illustrated premium cost of coverage of the Plan option selected by the retiree and where applicable, his or her eligible spouse.² The retirees and, where applicable, his or her eligible spouse shall pay the remaining portion of all costs, if any, of the Plan option selected. Such payments shall be made through automatic withholding from their monthly pension benefits, if available, or through such other means acceptable to the Employer's Finance Department.

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

When the retiree and his or her spouse become eligible for Medicare, the Employer may change the retiree health care coverage to a Medicare supplement plan, Medicare advantage plan or such other Medicare-coordinated coverage, but such coverage shall provide comparable prescription drug benefits that the Employer is providing to its active employees.³ The Employer will pay the same percentage share of the cost of such Medicare coordinated health coverage and prescription drug benefits for eligible retirees and spouses as it would have paid for coverage under its lowest cost health care plan prior to the retiree and his or her spouse becoming entitled to Medicare. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension

¹ For purposes of this provision, credited service shall be as defined under the Retirement System, and, solely for purposes of determining the retiree health care contribution rate, any Electing Hybrid Member shall be treated as though they continued to earn credited service in accordance with that definition after the Election Effective Date to freeze or convert to the DC Plan.

² 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 or her spouse) with 25 or more years of service shall not be less than what it would have been required to contribute toward the illustrated premium cost of coverage for the retiree and his or her eligible spouse, whatever maybe applicable, under the Employer's lowest cost health care plan at the time the retiree commenced his or her retirement. The Employer's minimum contribution on behalf of retirees (including their eligible spouses) with less than 25 years of credited service (as defined in FN 2 above), shall be determined by multiplying that percentage of premium to which the retiree is entitled based upon his or her credited service by the illustrated premium cost of coverage for the retiree and his or her eligible spouse, whatever may be applicable, under the Employer's lowest cost health care plan at the time the retiree commenced his or her retirement.

³ 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.

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 or her spouse, to reflect the changes in coverage the Employer provides its active employees.

(2) Enrollment for Retiree Benefits. Retiree must timely complete the enrollment process in the manner and by the deadline established by the Employer. In connection with his or her 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 spouse. The Employer may rely upon all such forms and information furnished.

(3) Required Reporting. Within thirty (30) days of the retiree or his or 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, with no reinstatement rights, all health care benefits under this Agreement for the Retiree and his or her spouse. Subparagraphs (4), (5) and (6) below describe the effect of such the retiree's or spouse's other coverage on coverage under the Employer's health benefit plan.

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

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

(5) Post Retirement Employment. In the event a retiree obtains other employment following his or her retirement from employment with the Employer and is provided health care benefits through that employment, the Employer shall not provide retiree health coverage while the retiree is so employed. Upon termination of subsequent employment, the

retiree, after giving notice to the Employer of the loss of other coverage, shall be eligible to receive the health care benefits provided under this Agreement by timely completing the enrollment process in the manner and by the deadline established by the Employer.

(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 or her spouse under this Agreement.

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

- (i) non-payment of any required contributions to the Employer;
- (ii) the death of the retiree or any eligible spouse of the retiree;
- (iii) the loss of spouse status; or
- (iv) failure to enroll for and maintain Medicare Part B benefits upon reaching Social Security Normal Retirement Age, if the retiree or his or her 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 5(A) above.

Section 6. Retiree Health Care Fund.

Effective July 1, 2014, all employees hired prior to July 1, 2008 shall contribute 1.5% 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.) Effective December 31, 2014, all employees hired prior to July 1, 2008 shall have their contribution increased to 3%.

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 member contributions under the Retirement System.

Section 7. MERS Health Care Savings Program.

All regular full-time employees hired on or after July 1, 2008, are excluded from retiree health care benefits described in Section 5 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 23

SAFETY

Section 1. Safety Committee. A Safety Committee shall be comprised of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 2. Accident Reports. Any employee involved in an accident in the course of his employment 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 3. Reports on Defective Equipment. It is the duty of the employee to immediately, or at the end of his shift, report all defects of equipment.

Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle being in unsafe operating condition and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer.

Section 4. General Safety. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for recommendation.

The Employer shall consider the personal safety of the employees in establishing operational procedures and including weather conditions.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or Employer order or governmental regulation relating to safety of person or equipment.

Section 5. Hard Hats. The parties have agreed that they will observe the Safety Standards of the State of Michigan, Department of Labor, Occupational Safety and Standards Commission, Part 32 - Head Protection Equipment, as passed and approved by the State Department of Labor.

ARTICLE 24 JOB ASSIGNMENTS

Section 1. Whenever possible, the Employer will make assignments in order of seniority within classification. Notwithstanding the foregoing, employees may be transferred from job to job based on the availability of work and the skills of employees. Such transfers shall not be arbitrary or capricious.

Section 2. Job Leaders are appointed to lead work crews and assist employees in the performance of their job duties. They may also be called out on job assignments in areas for which they have responsibility.

ARTICLE 25
SUBCONTRACTING

Section 1. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, persons or non-unit employees as long as any employees in the bargaining unit are on lay-off due to lack of work and are qualified and available to perform such work.

Recognizing the obligations of City officials to taxpayers and that the basic economic interest of taxpayers shall at all times be the paramount consideration in arriving at methods of operation, the Union may at any time submit to the Employer cost savings suggestions for the performance of bargaining unit work.

Section 2. Non-proprietary bid information otherwise available to the public shall be shared with the Union upon its reasonable request.

ARTICLE 26
TEMPORARY AND SEASONAL EMPLOYEES

The Union recognizes the right of the Employer to employ temporary and/or seasonal employees (including students) for the purpose of performing work of a temporary or seasonal nature or in an emergency situation.

As provided in Article 2, Recognition, Section 3, Definitions, a temporary employee shall not be employed for more than six (6) months in a calendar year, unless he is replacing a regular employee who is using accrued sick time or an employee who is on an approved leave of absence. A seasonal employee shall not be employed more than six (6) months in a calendar year.

The Employer will inform the Union in writing of the hiring of all temporary and seasonal employees. Further, prior to March of each year the parties will meet to discuss the work schedule for Parks Department employees for the next succeeding period commencing April 1 and ending November 30.

ARTICLE 27
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 City.

Section 2. Eligible employees may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for promotion within the City. In addition, to qualify for educational reimbursement, courses must be taken at an approved or accredited institution.

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. 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. Upon approval of the curriculum or course of study, notification will be sent to the employee.

Section 5. 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 6. Employees seeking reimbursement for educational expenses must agree in writing to repay the City in full if they leave the City's employ voluntarily or are terminated within two (2) years from the date of reimbursement. Any employee who voluntarily leaves City employ shall re-pay the sums reimbursed within the twenty-four (24) month period immediately preceding his last day of employment.

Section 7. Tuition reimbursement does not apply or pertain to requirements to maintain licenses for job qualifications.

ARTICLE 28 MISCELLANEOUS

Section 1. Personnel Files. An official personnel file shall be maintained for each employee by the Director of Human Resources. Documents pertaining to an individual's employment such as applications, performance evaluations, commendation and corrective actions, are maintained in the file. Personnel files are considered confidential and access is limited.

Each employee may review his or her own personnel file, during normal working hours, or authorize its review by his Steward. 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 Director of Human Resources 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 each Department where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted on the bulletin board and must have the signatures of the Union Business Representative or Department Steward.

Section 4. Facilities. The Employer will furnish wash rooms and lockers for the changing and storing of clothing. Soap will be provided where needed. The Employer shall also provide a washer and dryer at the Wastewater and Water Distribution departments. Detergent shall also be provided when needed.

Section 5. Tool Allowance. Certified Mechanics and Certified Mechanic/Welders in the D.P.S. will be provided a tool allowance subject to the following conditions:

- (a) The mechanics must have on site the tools listed in Appendix B and posted in the office of the Stores and Equipment Coordinator.

- (b) The tool list will be verified by the Stores and Equipment Coordinator every six (6) months in writing to the Superintendent of D.P.S. with a copy to the mechanics.
- (c) Employees who qualify shall be provided a Three Hundred Dollar (\$300) allowance for replacement of broken tools and additional tools. The tool allowance program shall be administered by the Employer's Stores and Equipment Coordinator. Employees who so desire may carry-over any unused reimbursement into the next fiscal year.
- (d) In the event a tool recorded on the semi-annual list is stolen or disappears under mysterious circumstances a formal request to replace such item shall be submitted by the affected employee to the Stores and Equipment Coordinator who shall forward such request to the Finance Department. Appropriate documentation shall accompany such claim.
- (e) Certified mechanics and Certified Mechanic/Welders who fail to have proper tools and equipment as specified are in violation of this Section and shall forfeit all allowances.
- (f) Special tools, power tools and testing equipment will be purchased by the City as shop equipment, at the discretion of the Stores and Equipment Coordinator.

Section 6. Emergency Situations. In the event of any emergency situation as determined by the City, employees shall report as directed and as deemed necessary by the City for the public health, safety and general welfare.

Section 7. Driver's License Endorsement. Employees shall, as a condition of present/future employment, have a State of Michigan C.D.L. The City shall require a minimum C.D.L. designation of Group "B" for most classifications. The City shall identify those classifications where a Group "A" designation is required. It shall be the employee's responsibility to maintain the required C.D.L. designation during his/her employment.

The City will reimburse the employee for acquiring and maintaining a C.D.L. (Group A or Group B) and for each endorsement required by the applicable City Department. The reimbursement shall be paid through the Finance Department.

Each Department shall keep an up-to-date list of employees with a C.D.L. designation and the City reserves the right to verify compliance. Employees who fail to acquire the C.D.L.

or lose such privilege will have their situation reviewed by the City, with final determination in writing to the Union.

Section 8. 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 9. Attendance. Employees shall be regular in their attendance and shall observe the scheduled working hours established by their immediate supervisor. Arrangements for time off must be made with the employee's immediate supervisor 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.

Section 10. Annual Performance Evaluation.

Employees' performance will be reviewed in December of each year, using the form attached as Appendix I. Employee performance will be assessed in the following 7 categories:

- Demonstrates skill and understanding of job responsibilities
- Completes assignments correctly and in a timely manner
- Complies with attendance policies
- Communicates effectively and appropriately with co-workers, management, and members of the public
- Demonstrates good judgment and ability to problem-solve
- Shows initiative and a sense of personal responsibility
- Demonstrates a positive attitude and ability to work with others on the team

In each of these categories, supervisors will assess employees' performance using the following scale: 5 (Outstanding); 4 (Very Satisfactory); 3 (Satisfactory); 2 (Unsatisfactory); and 1 (Poor). Each employee will be provided with a copy of the written performance evaluation and will have an opportunity to leave comments on the form prior to its placement in the employee's personnel file.

ARTICLE 29
MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions not otherwise referenced in this Agreement shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 2. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 30 SCOPE OF AGREEMENT

Section 1. This Agreement, including all Appendices and Memorandums of Understandings attached hereto, represents the entire agreement between the Employer, the Union, and the Employer's employees which the Union 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 Union.

Section 2. The Employer and Union 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 Union, 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 Union 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 31
DURATION

Section 1. This Agreement shall be in full force and effect from July 6, 2021 through June 30, 2025, and shall continue from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. In the event of an advertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be for the sixty-first (61st) day following such a notice.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 22nd day of July, 2021.

CITY OF MONROE

TEAMSTERS, LOCAL UNION NO 214




Robert E. Clark, Mayor



Dwight Thomas, Business Representative



Vincent Pastue, City Manager



Brian C. Jeffries, Chief Union Steward



Peggy A. Howard, Director of
Human Resources



Todd D. Leary, Union Steward



Michelle J. LaVoy, Clerk/Treasurer



John A. Wenzel, Union Steward



Kevin G. Nash, Steward

APPENDIX A
PAY GRADE AND JOB CLASSIFICATION

<u>PAY GRADE</u>	<u>JOB CLASSIFICATION</u>
B	Maintenance Worker I/DPS
C	Maintenance Worker II/Water
D	Forestry Maintenance Worker/DPS Heavy Equipment Operator/DPS Heavy Equipment Operator/Water Heavy Equipment Operator/WW Sludge Dewatering Operator/WW Water Service Worker Parks & Recreation Maintenance Worker
E	Job Leader/Forestry/DPS Job Leader/Wastewater Collections Job Leader/Water Distribution Mechanic/Wastewater Mechanic/Water Wastewater Plant Operator Water Plant Operator Water Distribution Technician
F	Job Leader/Certified Master Mechanic/Welder/DPS Job Leader/DPS Job Leader/Wastewater Pump Stations Job Leader/Water Meter Shop Master Mechanic/DPS Plant Maintenance Leader/Wastewater Technician – WWTR

APPENDIX B
WAGE SCHEDULE
JULY 6, 2021 THROUGH JUNE 30, 2023

<u>GRADE</u>	<u>JOB CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
B	Maintenance Worker I/DPS	\$ 18.85	\$ 19.64	\$ 20.41	\$ 21.21	\$ 21.96	\$ 22.76	\$ 23.53
C	Maintenance Worker II/Water	\$ 19.21	\$ 20.01	\$ 20.82	\$ 21.63	\$ 22.42	\$ 23.24	\$ 24.01
D	Forestry Maintenance Worker/DPS	\$ 19.92	\$ 20.76	\$ 21.59	\$ 22.42	\$ 23.27	\$ 24.09	\$ 24.93
	Heavy Equipment Opr./DPS							
	Heavy Equipment Opr./Water							
	Heavy Equipment Operator/WW							
	Sludge Dewatering Operator/WW							
	Water Service Worker							
	Parks & Recreation Maint. Worker							
E	Job Leader/Forestry/DPS	\$ 20.74	\$ 21.60	\$ 22.46	\$ 23.32	\$ 24.19	\$ 25.04	\$ 25.92
	Job Leader/Wastewater Collections							
	Job Leader/Water Distribution							
	Mechanic/Wastewater							
	Mechanic/Water							
	Wastewater Plant Operator							
	Water Plant Operator							
	Water Distribution Technician							
F	Job Leader/Certified Master	\$ 21.29	\$ 22.18	\$ 23.05	\$ 23.93	\$ 24.83	\$ 25.70	\$ 26.59
	Mech./Welder/DPS							
	Job Leader/DPS							
	Job Leader/Wastewater Pump Stations							
	Job Leader/Water Meter Shop							
	Master Mechanic/DPS							
	Plant Maintenance Leader/Wastewater							
	Technician/Wastewater							

APPENDIX B
WAGE SCHEDULE
JULY 1, 2023 THROUGH JUNE 30, 2024

<u>GRADE</u>	<u>JOB CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
B	Maintenance Worker I/DPS	\$ 19.23	\$ 20.03	\$ 20.82	\$ 21.63	\$ 22.40	\$ 23.22	\$ 24.00
C	Maintenance Worker II/Water	\$ 19.59	\$ 20.41	\$ 21.24	\$ 22.06	\$ 22.87	\$ 23.70	\$ 24.49
D	Forestry Maintenance Worker/DPS	\$ 20.32	\$ 21.18	\$ 22.02	\$ 22.87	\$ 23.74	\$ 24.57	\$ 25.43
	Heavy Equipment Opr./DPS							
	Heavy Equipment Opr./Water							
	Heavy Equipment Operator/WW							
	Sludge Dewatering Operator/WW							
	Water Service Worker							
	Parks & Recreation Maintenance Worker							
E	Job Leader/Forestry/DPS	\$ 21.15	\$ 22.03	\$ 22.91	\$ 23.79	\$ 24.67	\$ 25.54	\$ 26.44
	Job Leader/Wastewater Collections							
	Job Leader/Water Distribution							
	Mechanic/Wastewater							
	Mechanic/Water							
	Wastewater Plant Operator							
	Water Plant Operator							
	Water Distribution Technician							
F	Job Leader/Certified Master	\$ 21.72	\$ 22.62	\$ 23.51	\$ 24.41	\$ 25.33	\$ 26.21	\$ 27.12
	Mech./Welder/DPS							
	Job Leader/DPS							
	Job Leader/Wastewater Pump Stations							
	Job Leader/Water Meter Shop							
	Master Mechanic/DPS							
	Plant Maintenance Leader/Wastewater							
	Technician/Wastewater							

APPENDIX B
WAGE SCHEDULE
JULY 1, 2024 THROUGH JUNE 30, 2025

<u>GRADE</u>	<u>JOB CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
B	Maintenance Worker I/DPS	\$ 19.61	\$ 20.43	\$ 21.23	\$ 22.07	\$ 22.85	\$ 23.68	\$ 24.48
C	Maintenance Worker II/Water	\$ 19.99	\$ 20.82	\$ 21.66	\$ 22.50	\$ 23.33	\$ 24.18	\$ 24.98
D	Forestry Maintenance Worker/DPS	\$ 20.72	\$ 21.60	\$ 22.46	\$ 23.33	\$ 24.21	\$ 25.06	\$ 25.94
	Heavy Equipment Opr./DPS							
	Heavy Equipment Opr./Water							
	Heavy Equipment Operator/WW							
	Sludge Dewatering Operator/WW							
	Water Service Worker							
	Parks & Recreation Maintenance Worker							
E	Job Leader/Forestry/DPS	\$ 21.58	\$ 22.47	\$ 23.37	\$ 24.26	\$ 25.17	\$ 26.05	\$ 26.97
	Job Leader/Wastewater Collections							
	Job Leader/Water Distribution							
	Mechanic/Wastewater							
	Mechanic/Water							
	Wastewater Plant Operator							
	Water Plant Operator							
	Water Distribution Technician							
F	Job Leader/Certified Master	\$ 22.15	\$ 23.08	\$ 23.98	\$ 24.90	\$ 25.83	\$ 26.74	\$ 27.66
	Mech./Welder/DPS							
	Job Leader/DPS							
	Job Leader/Wastewater Pump Stations							
	Job Leader/Water Meter Shop							
	Master Mechanic/DPS							
	Plant Maintenance Leader/Wastewater							
	Technician/Wastewater							

APPENDIX C

JOB ANALYSIS QUESTIONNAIRE

The purpose of this questionnaire is to obtain accurate information concerning the duties and responsibilities associated with your job. The information will be used to assist us in understanding your position for purposes of compensation analysis.

Name: _____ Date: _____
Job Title: _____ Department: _____
Supervisor's Name/Title: _____
Years of Experience: _____
On this job _____ With this employer _____

INSTRUCTIONS

This questionnaire covers many aspects of your job. Each of the following sections contains instructions specific to the questions being asked in that section. Some questions require a written response, others only a checkmark next to a printed answer. If no answer is exactly accurate, please check the answer that you feel is closest to being correct for your position.

Your responses are important in helping us to better understand your position. Please answer all questions to the best of your ability. When completed, return the questionnaire to your department director. This should be done by _____.

Section 1: Position Summary

Briefly describe the major purpose or primary function of your position.

Section 2: Position Duties and Responsibilities

List the ESSENTIAL duties and responsibilities of your job in the spaces provided. **PLEASE LIST ONLY THOSE THAT ARE NOT INCLUDED ON YOUR JOB DESCRIPTION.** An ESSENTIAL duty or responsibility is fundamental to the job. The individual who holds the job must be able to perform the tasks unaided or with the assistance of a reasonable accommodation. Further, the following guidelines may be used to determine essential duties and responsibilities:

An ESSENTIAL DUTY meets these guidelines:

1. The duty or responsibility is the reason the position exists;
2. A limited number of employees are available to perform the task;
3. Expertise is required to perform the duty or responsibility.

ESSENTIAL DUTY OR RESPONSIBILITY

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Section 3: Knowledge and Education

Consider the extent to which your job requires knowledge normally gained through formal education. Place a [X] next to the minimum education level required for your job.

- | | |
|-----|--|
| [] | Equivalent to a high school diploma |
| [] | Equivalent to one year of college or specialized training through a technical, vocational, trade or business school* |
| [] | Equivalent to an Associate degree or two to three years of training through a technical, vocational, trade or business school* |
| [] | Equivalent to a Bachelor's degree* |
| [] | Equivalent to a Master's degree* |
| [] | Equivalent to a doctorate degree* |

*Provide the curriculum or program of study (i.e., accounting, construction management, law, business education, communications, etc.).

Section 4: Work Experience

Consider the extent to which your job requires related experience and training in addition to any formal education or its equivalent, which may be required for the job. Check the box below that most accurately reflects the additional experience required.

- ☐ Less than one year of experience in related jobs
- ☐ One to two years of experience
- ☐ Two to three years experience
- ☐ Three to five years experience
- ☐ Five to seven years of experience
- ☐ Seven or more years of experience

Is previous supervisory or administrative experience required of this position? Yes ___ No ___

If yes, please describe:

Describe the nature and specific type of work experience (especially the kinds of knowledge, skills or abilities) required for your job:

Section 5: Special Employment Requirements

Please list any legal requirements for licensure or certification that are required before you can be employed in this position. What does a person have to do to meet the requirements (i.e. experience or tests)?

Section 6: Supervisory or Management Responsibility

List below the titles and number of positions you manage, supervise, or lead, either directly or through others. Specify how many positions are full-time and how many are part-time.

Position Title	Number Supervised		Number in position who are:	
	Directly	Indirectly	Full-Time	Part-Time

Section 7: Internal/External Contacts

If your job requires that you have significant contact with persons outside your department or work unit, please describe them below. Do not include contacts with your immediate supervisor or staff. Explain the nature and purpose (e.g. with whom and for what reason?)

Section 8: Work Related Stress or Pressures

Does the position involve a lot of stress or pressure on a regular basis? If so, please give an example of the kind of situation that causes stress or pressure.

Section 9: Equipment Usage and Knowledge

Please indicate which of the following types of equipment you are required to use in performing the essential functions of your job

- ☐ Basic office equipment such as telephones, calculators, photocopiers, FAX and similar equipment
- ☐ Photographic, audio and video equipment
- ☐ Computer programs: ☐ word processing

- ☐ spreadsheet
- ☐ database (data entry)
- ☐ database (data manipulation, research, report generation)
- ☐ financial applications
- ☐ desktop publishing
- ☐ GIS/mapping
- ☐ audio/visual equipment (advanced)

☐ specialized technical equipment

If yes, please specify the type of specialized equipment

☐ Automobile or other motorized equipment

If yes, please specify the type of motorized equipment and special licenses (such as CDL) that are required.

Does your position involve training others on a regular basis in the use of any of the above equipment?

Does your job require troubleshooting particular software applications or computer hardware, beyond the level expected of an average user? If yes, please explain.

Section 10: Additional Employee Comments

Please provide any additional comments you feel would be useful in helping us better understand your job. Feel free to expand on any of the areas covered in the preceding sections.

Section 11: Supervisor Comments

Additional comments: _____

Name of Supervisor completing this form: _____

Date Completed: _____

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 1: EDUCATION AND RELEVANT EXPERIENCE

In using this factor, two separate yet related judgments must be made. First, identify the minimum level of education required to be adequately prepared for the duties and responsibilities of the position. Second, determine the minimum years of relevant experience necessary to adequately perform the job. (Typically found on the position's job description.) **NOTE:** Rate the MINIMUM requirements of the *position*, not the attainment of the position incumbent; these may differ.

Special Circumstances:

- In some cases experience may substitute for formal education and vice versa. Rate the minimum qualifications of the position, or a combination thereof.
- Positions requiring professional certifications or licensure may be rated at "somewhat more than" the minimum educational and experience level required or this training can be reflected in the minimum requirements by increasing educational attainment to a commensurate amount.

	MINIMUM RELATED WORK EXPERIENCE REQUIRED				
	1.	2.	3.	4.	5.
	Up to 2 years	2+ to 4 yrs.	4+ to 6 yrs.	6+ to 8 yrs.	Over 8 years
A. High school diploma or equivalent.	173	197	220	243	267
B. Vocational or trade school, or some college, business school or other specialized training less than an Associate's Degree.	220	243	267	295	313
C. Associate's degree or equivalent.	267	295	313	337	360
D. Bachelor's degree or equivalent.	295	337	360	383	404
E. Master's degree	360	383	404	435	453
F. PhD or Juris Doctorate	404	435	453	477	500

APPENDIX D JOB EVALUATION POINT FACTOR PLAN

FACTOR 2: JUDGMENT AND INDEPENDENCE OF ACTION

This factor describes the level of judgment and independence of action exercised in determining proper courses of action. In evaluating a position against this factor, think about the extent to which policies, procedures, rules and so forth either guide or restrict judgment and independence of the position. Consider also whether peers and/or supervisors are available for collaboration in decision making, and the degree to which the employee is empowered to use discretion.

	LEVEL OF JUDGMENT AND INDEPENDENCE REQUIRED	DEGREE	POINT VALUE
A.	Duties and responsibilities of the position are carried out according to straightforward and standardized policies, procedures, rules, etc. There is a need for the employee to exercise judgment, but others are available to assist and discretion is thereby limited. Work is closely monitored and regularly reviewed, often as part of a hierarchical process.	Somewhat less than = Almost exactly like = Somewhat more than =	90 120 150
B.	Duties and responsibilities of the position require that the employee to exercise greater discretion in performing position-related tasks and determining appropriate courses of action. However, the position does not require significant technical or professional training to effectively interpret standards and guidelines. Basic decisions are made independently while more complex or unique issues are solved by supervisory personnel. Discretion has limitations, with work monitored on a "spot check" basis.	Somewhat less than = Almost exactly like = Somewhat more than =	180 210 240
C.	Duties and responsibilities of the position require the employee to interpret a wider assortment of policies, procedures and rules to determine appropriate courses of action. Technical or professional training is required to effectively interpret standards and guidelines. Basic operating decisions are made independently while more complex or unique issues are solved collaboratively with supervisory personnel. Discretion is higher and work is monitored as one important step of a larger procedural and operating system.	Somewhat less than = Almost exactly like = Somewhat more than =	270 300 330
D.	Duties and responsibilities of the position require that the employee regularly interpret policies, procedures and rules to determine appropriate courses of action. The employee has information available to guide him/her in effective interpretation of standards and guidelines, but significant discretion is exercised. Most decisions are made independently, and technical or professional training is required. Higher level managers are available to assist with especially unique situations but independent judgment is expected in routine matters. Work is monitored on a longer-term, periodic basis with the expectation that closer scrutiny is not required.	Somewhat less than = Almost exactly like = Somewhat more than =	360 390 420
E.	Duties and responsibilities of the position are governed by broad and complex technical, administrative, or professional standards and guidelines. The employee must regularly exercise independent judgment in decision-making, and exercise considerable discretion. The employee performs with a high degree of latitude, and work is monitored only on a periodic or exception basis. The employee regularly participates in the development of professional standards and guidelines.	Somewhat less than = Almost exactly like = Somewhat more than =	450 480 510
F.	Duties and responsibilities of the position are not only governed by broad and complex technical, administrative, or professional standards and guidelines, but the employee regularly directs the development of such standards. The employee performs with a high degree of independence and regularly exercises considerable discretion. Work is monitored through formal review by top organizational leaders or policy-making bodies.	Somewhat less than = Almost exactly like = Somewhat more than =	540 570 600

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 3: INTERNAL AND EXTERNAL RELATIONS

This factor examines the types and frequency of internal and external contacts a position encounters, and the communication skills needed to successfully handle these contacts. First, examine the hierarchy of communication skills listed and select the category which reflects the *highest requirement* of the position. Although a job may entail a variety of levels of contacts, use the highest requirement to determine the point award.

Second, after selecting the highest requirement, determine the frequency with which that activity occurs.

	FREQUENCY		
	<u>1.</u> Normal Frequency	<u>2.</u> High Intensity	<u>3.</u> Maximum Intensity
COMMUNICATION SKILLS REQUIRED			
A. Internal or external contacts are experienced in the position. Skill in exchanging meaningful service or statistical information through prescribed procedural systems is required.	60	80	100
B. Increasingly more complex internal and external contacts are experienced in the position. Skill in interpreting and translating facts and information, defining situations and issues, advising others of more complex alternatives and options, and interviewing and developing information from others is required. Unusual or difficult situations are addressed to the extent possible.	120	140	160
C. Complex internal and external contacts are experienced in the position. Skill in conciliation, giving instructions, resolving and negotiating disagreements, and/or leading meetings and consultations is required. This position is responsible for the resolution of unusual or difficult situations with a very high level of discretion and procedural or technical interpretation. .	180	200	220
D. Extremely complex internal and external contacts are experienced in this position. Skill in leading and persuading others, negotiating agreements and resolving management or service issues is required at an extremely high level in the organization.	240	260	280
E. Internal and external contacts and interactions are at the highest management /professional level and involve the latitude to make significant management distinctions and decisions as well unilaterally formulate alternative approaches to policies and procedures pertaining to both internal and external interactions.	300	320	340

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 4: SUPERVISORY OR MANAGERIAL RESPONSIBILITY

This factor reflects the supervision exercised and management or leadership role assigned to a position. Select first the level of authority exercised, then the span of control as determined by the size of the supervisor's staff.

Special Circumstances:

- Count part-time, permanent, year-round staff proportionally.
- Assume that supervision involves more than informal leadership.

LEVEL OF SUPERVISORY AND MANAGEMENT AUTHORITY EXERCISED (ONE FTE MINIMUM)	STAFF SIZE (Both direct and indirect reporting relationships)				
	1.	2.	3.	4.	5.
	1-5	6-15	16-25	26-35	Over 35
A. No formal supervisory responsibility or oversees less than one full-time equivalent (FTE) employee.	0	0	0	0	0
B. <u>Leader</u> : No formal supervisory responsibility but is <u>formally</u> recognized as a crew or office leader in performing tasks of a more complex nature while coordinating the workload of others to achieve the desired outcome	30	40	50	60	70
C. <u>Working Supervisor</u> : Regularly involved in planning and coordinating work assignments and overseeing the work of others. Generally, but not always performs similar tasks. May not have the full authority found in a formal supervisor position (hire, fire, discipline) but at minimum is responsible for work scheduling and formal oversight. NOTE: Minimum of one full-time worker or two part-time workers FTE to qualify as a working supervisor.	50	60	70	80	90
D. <u>FLSA Manager</u> : Has the authority to make or effectively recommend important personnel decisions such as hiring, disciplining, terminating, and promoting subordinates.	70	80	90	110	120
E. <u>1st Level Executive</u> : Responsible for planning, directing, staffing and controlling employees of a major department or service area; possibly works through one or more subordinate supervisors, including working supervisors.	90	100	110	120	130
F. <u>2nd Level Executive</u> : Similar to a 1 st Level Executive, with a greater depth of responsibility due to the use of multiple subordinate 1 st Level Executives or FLSA Managers.	110	120	130	140	150

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 5: JOB COMPLEXITY

This factor measures the degree of complexity which is characteristic of a position's duties and responsibilities. Complexity is defined as the level of "thinking process" or analytic ability required of a position. In determining the appropriate point assignment, consider *overall* complexity, not unique projects or activities which are rare and impermanent to the position.

LEVEL OF COMPLEXITY ENCOUNTERED	EGREE	OINT VALUE
A. Position primarily involves the use of factual information and data that does not present significant variables or ambiguities. Redundant steps, methods and processes are typically well defined, choices involve a manageable set of options and information is readily available to ascertain correct approach. More complex situations can arise that require more complex thinking processes but these are limited by the scope of responsibilities.	Somewhat less than = Almost exactly like = Somewhat more than =	90 120 150
B. Position primarily involves the use of factual information and data, but also encounters a higher level of variables or ambiguities which require analytic or basic problem solving ability to select correct actions from a set of options. Redundant steps, methods and processes are typically well defined, but the employee must sometimes modify or adapt them to address a situation.	Somewhat less than = Almost exactly like = Somewhat more than =	180 210 240
C. Position involves both the use of factual information and data, and the modification and continuous improvement of processes. At this level, the position regularly addresses variables or ambiguities and requires analytic and problem solving ability to select correct action from an more expansive set of options. Steps, methods and processes are a mix of redundant and original tasks, and processes must be occasionally reassessed, modified or adapted to address unique situations.	Somewhat less than = Almost exactly like = Somewhat more than =	270 300 330
D. Position involves the extensive use of analytic and problem solving ability to select correct actions from a wide range of options. Steps, methods and processes are sometimes original and must be continuously reassessed, modified or adapted to address unique situations or realize improvements in process. Among others, this level is appropriate for multi-faceted positions with program or service planning responsibilities.	Somewhat less than = Almost exactly like = Somewhat more than =	360 390 420
E. Position is focused on projects involving the dedication of substantial time and effort to researching, organizing and assessing information which contains substantial variables and ambiguities. As a result, steps, methods and processes are often original, and the incumbent may be required to develop new and original procedures and processes. An advanced analytic and problem solving ability is required for the position.	Somewhat less than = Almost exactly like = Somewhat more than =	450 480 510
F. Position is focused on organization-wide analysis and problem solving that requires the evaluation of multiple factors with profound implications for programs, budgetary processes, service offerings and organizational planning. Steps, methods and processes are constantly changing and evolving and appropriate response is critical to the organization. Both originality and pre-emptive problem solving is required of the position.	Somewhat less than = Almost exactly like = Somewhat more than =	540 570 600

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 6: RESPONSIBILITY FOR THE WELFARE AND RIGHTS OF OTHERS

This factor is concerned with the impact the position's duties have on the welfare and rights of others. In considering the potential impact of a position, consider probable and typical errors which may occur in the regular course of performing a job, not the most extreme consequences.

Second, after selecting the highest, but still probable consequences, determine the frequency with which opportunity for error presents itself.

	FREQUENCY		
	<u>1. Normal Frequency</u>	<u>2. High Frequency</u>	<u>3. Maximum Frequency</u>
PROBABLE CONSEQUENCES OF ERRORS			
A. Errors in the position could cause manageable inconvenience but would the impact on the welfare of others would typically be minimal. Effect of errors would impact a single or limited set of individuals or customers.	30	40	50
B. Errors in the position could cause inconveniences or legalities that are more difficult to resolve at the basic service level, and would have a higher, but management potentiality for impacting the welfare of others. Effect of errors would impact a limited set of individuals or customers.	60	70	80
C. Errors in the position in performing duties present the potential for legal or service issues that could be difficult to resolve and/or have greater financial or welfare impacts. Effect of errors would be more widespread across multiple individuals or customers.	90	100	110
D. Errors in the position are further up the chain of command or decision-making chain and by definition would impact multiple work processes, customer areas or legal or service issues. Resolution would require input from superiors at a more complex and sustained level in resolving legal and/or financial impacts.	120	130	140
E. Errors in the position could cause significant inconvenience or legal issues that are extremely difficult to resolve, or may temporarily present a threat to the welfare of the public.	150	160	170
F. Errors in the position could cause a major, long-term inconvenience or present a widespread threat to the welfare of the public that would have the realistic potential to cause irreparable harm.	180	190	200

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 7: TECHNOLOGY USE

This factor measures the level of knowledge and expertise required in a position with respect to utilizing, developing, and implementing various technologies. Determine first the level of knowledge and skill required of the position (not the level of the position incumbent) and then determine the degree most appropriate for the position.

LEVEL OF TECHNOLOGICAL KNOWLEDGE AND SKILL REQUIRED	DEGREE	POINT VALUE
A. Job duties require a knowledge of and ability to use standard office equipment, and display proficiency in the use of computer software including any applicable Microsoft Suite applications such as word processing, spreadsheet, PowerPoint and data bases as well as department-specific software or financial applications requiring a moderate level of training.	Somewhat less than =	60
	Almost exactly like =	70
	Somewhat more than =	80
B. Job duties require utilization of, and a greater knowledge of specialized software such as more complex use of financial applications, CAD, GIS, specialized utility electronics, database manipulation and other complex and specialized programs. This level is also appropriate for the individual that regularly provides computer assistance or informal training for a particular unit or office setting.	Somewhat less than =	90
	Almost exactly like =	100
	Somewhat more than =	110
C. Job duties require use of more advanced computer software, including programming or leadership of specialist teams constituting primary portions of the job. Employees at this level may also serve as information technology specialists with responsibility for computer system installation, maintenance, troubleshooting, security and employee training.	Somewhat less than =	120
	Almost exactly like =	130
	Somewhat more than =	140
D. Job duties require the development, programming, maintenance, repair and oversight of computer systems, databases, networks, telecommunications, security or other complex systems typically associated with more complex information technology operations.	Somewhat less than =	150
	Almost exactly like =	160
	Somewhat more than =	170
E. Job duties require supervisory and administrative activities associated with the research, development, purchase and implementation of computer systems, system coordination and related technological advances up to and including executive and administrative leadership.	Somewhat less than =	180
	Almost exactly like =	190
	Somewhat more than =	200

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 8: IMPACT ON PROGRAMS, SERVICES AND OPERATIONS

This factor measures direct or indirect impact on the programs, services or operations carried out or provided by units of the organization. The nature of such impact is defined as the extent to which effective or ineffective performance of a classification's duties or responsibilities contribute to assure, interfere with, or prevent the achievement of goals, objectives, plans, or other established performance criteria. Rate the classification in terms of its probable consequences, as opposed to potential consequences which rarely, if ever, occur.

NATURE OF IMPACT	<u>DEGREE</u>	<u>POINT VALUE</u>
A. The work product, though important to the organization, is directly tied to other work processes. Errors are detected or apparent in succeeding steps and thus can be detected and corrected at an early stage.	Somewhat less than = Almost exactly like = Somewhat more than =	125 150 175
B. The work products and purpose of the job directly affect the accuracy, reliability, or acceptability of other work processes. Completed work has a direct relationship to other important activities or related work within one or more organization units. Errors are normally detected in succeeding operations but involve expenditure of time to trace and correct. Consequences affect the work of others or cause inconvenience to the public. There also may be measurable monetary consequences related to the handling of financial transactions, equipment, supplies or other materials.	Somewhat less than = Almost exactly like = Somewhat more than =	200 225 250
C. The work products and purpose of the job contribute to the attainment of both immediate and on-going goals and objectives. The job may materially influence or impact long-range direction, planning or control. The job affects the design or operation of systems, programs or equipment. Errors are difficult to detect and would result in inaccurate reports, incomplete or misleading information, invalid test results, unsound recommendations, or incorrect decisions.	Somewhat less than = Almost exactly like = Somewhat more than =	275 300 325
D. The work products and purpose of the job have a significant impact on major aspects of programs, services and operations. Responsibilities may be shared among individuals or may be a direct responsibility. Influence extends to both short- and long-term matters affecting an organizational component. Errors would not be detected through normal means, but would become apparent later through subsequent activities or events.	Somewhat less than = Almost exactly like = Somewhat more than =	350 375 400
E. The work products and purpose of the job have a major impact on all aspects and phases of program, service or operations management. Decisions and overall influence contribute directly to the image of success and future of programs, services or operations and have a major long-term impact.	Somewhat less than = Almost exactly like = Somewhat more than =	425 450 475

APPENDIX D JOB EVALUATION POINT FACTOR PLAN

<p>F. The purpose of the job is focused on the coordination on all of programs, services and operations and the establishment and ongoing review and modification of organizational goals, objectives and action plans. The level of organizational impact exhibited is of a direct controlling nature as is usually associated with the highest levels of management.</p>	<p>Somewhat less than = Almost exactly like = Somewhat more than =</p>	<p>500 525 550</p>
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APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 9: DOCUMENT CONCENTRATION

This factor measures the extent to which the position requires mental concentration and focus on the job of the type that is frequently associated with ongoing work involving numbers, figures and automated document review and development. Determine the frequency that this occurs, while excluding time devoted to customer service, meetings, phone work and other duties.

APPLICABLE FACTORS	FREQUENCY		
	1. <u>Occasionally</u> (25%-50%)	2. <u>Periodically</u> (51%-75%)	3. <u>Primary Job Function</u> (Over 75%)
Mental Concentration: The task detail regularly required of the position (i.e. working with figures, paperwork, fine motor skills)	20	40	60

APPENDIX D
JOB EVALUATION POINT FACTOR PLAN

FACTOR 10: WORK ENVIRONMENT

This factor measures the degree to which a position is subjected to unpleasant or adverse working conditions as a function of the job. Office "climate control" issues are not considered an unpleasant or adverse condition.

Determine first the highest condition or demand encountered *as a function of the position* (A, B, C or D) then the approximate frequency with which that condition is experienced.

WORKING CONDITIONS	FREQUENCY		
	1. Manageable	2. Significant	3. Extreme
A. Work is carried on in a normal office setting or with limited exposure to truly disagreeable working conditions. Some less than ideal situations might exist, including rude or disagreeable customers but the work environment is not unhealthy by generally accepted health standards. Any health-related or disagreeable conditions are minor and manageable and can be tolerated without special accommodation. This level is also appropriate for the individual that must travel to other sites for administrative or clerical work. Points may be awarded based on a high frequency of disagreeable factors in the work and the service environment more generally.	0	10	20
B. Work requires office and field work which may expose the employee to seasonal temperatures, loud noise, dust and dirt, unsanitary or unhealthy conditions and other conditions present in the work environment. This level is appropriate for the employee with frequent field work requiring nominal levels of physical exertion (without accommodation) such as inspectors, supervisors or others working in a physical environment with some hazards or noxious exposure.	20	30	40
C. Work environment is disagreeable due to discomfort from heavy manual activities (frequent lifting, pushing, digging etc.) extreme weather conditions, situations that require high levels of caution and safety awareness, or other factors which require adjusting to or procedurally accommodating these uncomfortable situations as a primary condition of the job. Jobs rated at this level are typically those most focused on manual labor.	40	50	60
D. Work environment is very disagreeable due to extreme manual labor and adverse environmental conditions, with exposure to noxious and hazardous conditions, dangerous chemicals, and other conditions which require the use of special safety equipment and substantial physical or mental accommodation to perform the job. This factor level is appropriate for the most extreme circumstances in which compensation is most directly correlated to working conditions.	60	70	80

APPENDIX E JOB CLASSIFICATION, POINT FACTOR AND PAY GRADE ANALYSIS

GRADE	JOB TITLE	Education and Experience	Judgment and Independence	Internal and External Relations	Supervision	Job Complexity	Responsibility for Others	Technology	Impact on Operations	Document Concentration	Work Environment	TOTAL POINTS	GRADE POINT PARAMETERS
B	Maintenance Worker I/DPW	173 a 1	210 a 1	60 a 1	0 a 1	210 a 1	30 a1	60	250	20	60 c3	1073	1051-1200
C	Maintenance Worker II- Water Distribution	243 b 2	210 b 2	80 a 2	0 a 1	240 a 1	40 a2	60	275	20	60 c3	1228	1201-1350
D	Parks and Rec Maintenance Wkr.	220 b 2	240 b 2	100 a 2	50 a 1	210 a 1	60 a3	60	275	20	60 d2	1355	1351-1500
D	Sludge Dewatering Operator - WWTP	243 b 2	270 b 2	80 a 3	0 a 1	270 a 1	50 a2	60	300	20	70 c3	1363	
D	Water Service Worker	220 b 1	270 b 1	100 a 2	0 a 1	300 a 1	40 a2	60	300	20	60 c3	1370	
D	Forestry Maintenance Worker/DPS	197 a 2	270 a 2	100 a 2	0 a 1	300 a 1	70 a3	60	300	20	60 c3	1377	
D	Heavy Equipment Operator - DPW	267 b 3	270 b 3	80 a 2	30 b 1	270 b 1	50 a3	60	300	20	60 c3	1407	
D	Heavy Equipment Operator - WW Collection System	267 b 3	270 b 3	80 a 2	0 a 1	300 a 1	50 a3	60	300	20	60 c3	1407	
D	Heavy Equipment Operator - Water Distribution	267 b 3	270 b 3	80 a 2	30 b 1	300 b 1	50 a3	60	300	20	60 c3	1437	
E	Water Plant Operator	243 b 2	300 b 2	100 a 3	0 a 1	330 a 1	90 c1	70	325	20	30 b2	1508	1501-1650
E	Mechanic - Water Plant	243 b 2	300 b 2	120 b 1	0 a 1	330 a 1	70 b2	70	325	20	30 b2	1508	
E	Mechanic - Wastewater	243 b 2	300 b 2	120 a 3	0 a 1	300 a 1	70 a3	70	325	20	70 d2	1518	
E	Wastewater Plant Operator	243 b 2	300 b 2	100 a 3	0 a 1	330 a 1	70 b2	70	325	20	70 d2	1528	
E	Job Leader - Forestry/DPS	243 b 2	300 b 2	120 b 1	30 b 1	300 b 1	70 b2	70	325	20	60 c3	1538	
E	Job Leader/Wastewater Collection	243 b 2	300 b 2	120 b 1	30 b 1	300 b 1	70 b2	70	325	20	60 c3	1538	
E	Job Leader - Water Distribution	243 b 2	300 b 2	120 b 1	30 b 1	300 b 1	70 b2	70	325	20	60 c3	1538	
E	Water Distribution Technician	243 b 2	300 b 2	120 b 1	30 b 1	300 b 1	80 b3	70	325	20	60 c3	1548	
F	Master Mechanic DPS	313 c 3	300 c 3	120 b 1	0 a 1	330 a 1	90 c1	70	350	20	60 c3	1653	1651-1800
F	Job Leader - Wastewater Pump Stations	243 b 2	330 b 2	140 b 2	30 b 1	330 b 1	90 c1	70	350	20	60 c3	1663	
F	Job Leader - Water Meter Shop	243 b 2	330 b 2	140 b 2	30 b 1	330 b 1	90 c1	70	350	20	60 c3	1663	
F	Job Leader/DPS	243 b 2	330 b 2	140 b 2	40 b 1	330 b 1	90 c1	70	350	20	60 c3	1673	

APPENDIX E
JOB CLASSIFICATION, POINT FACTOR AND PAY GRADE ANALYSIS

F	Plant Maintenance Leader - WWTP	243	2	2	330	140	2	30	b	2	330	90	c1	70	350	20	70	d2	1673	
F	Job Leader/Certified Master Mechanic/Welder/DPS	313	3	c	300	120	b	30	b	1	330	90	c1	70	350	20	60	c3	1683	
F	Technician - WWTR	295	4	b	330	140	b	0	a	1	360	90	c1	80	325	20	60	c3	1700	

APPENDIX F
TOOL ALLOWANCE

TOOL CHEST

One (1) six-drawer upper chest
One (1) five-drawer roll away

1/4" SQUARE DRIVE SET

6 Point Std. Sockets, Sizes 5/32 thru 1/2"	(10 piece set)
6 Point Std. Deep Sockets, Sizes 3/16 thru 1/2"	(9 piece set)
6 Point Metric Sockets, sizes 4mm thru 13 mm	(10 piece set)
Screwdriver Bits, 2 slotted, 2 phillips	(4 piece set)
Screwdriver Hex Bits, sizes 3/16 thru 3/8"	(5 piece set)
1/4" Ratchet	(1 piece)
3" Extension	(1 piece)
6" Extension	(1 piece)
6" Flex T-Handle	(1 piece)
1/4" Screwdriver Handle	(1 piece)
Universal Joint	(1 piece)
6" Spinner Handle	(1 piece)
4 1/2" Slide Bar	(1 piece)

3/8" SQUARE DRIVE SET

6 Point Std. Sockets, sizes 3/8 thru 3/4	(7 piece set)
6 Point Std. Deep Sockets, sizes 3/8 thru 3/4	(7 piece set)
12 Point Flex Sockets, sizes 3/8 thru 3/4	(7 piece set)
6 Point Metric Deep Sockets, sizes 9mm thru 19 mm	(11 piece set)
8 Point Standard Sockets, sizes 1/4 thru 1/2	(5 piece set)
12 Point Std. Sockets, sizes 3/8 thru 3/4	(8 piece set)
12 Point Metric Sockets, sizes 9mm thru 19 mm	(11 piece set)
Screwdriver Bits, 3 slotted, 3 Phillips	(6 piece set)
Allen Hex Bits, sizes 5/32 thru 3/8	(6 piece set)
6 Point Spark Plug Socket, sizes 5/8 and 13/16	(2 piece)
3/8" Ratchet	(1 piece)
3/8" Extension, sizes 3", 6", 10"	(3 piece set)
10" Flex T-Handle	(1 piece)
Universal Joint	(1 piece)
16" Speed Wrench	(1 piece)
7" Slide Bar	(1 piece)
3/8" - 1/4 Adapter	(1 piece)

APPENDIX F (continued)

3/8" - 1/2 Adapter	(1 piece)
T 40 Tool Driver	(1 piece)
T 45 Tool Driver	(1 piece)
T 50 Tool Driver	(1 piece)

1/2" SQUARE DRIVE SET

12 Point Std. Sockets, sizes 7/16 thru 1"	(12 piece set)
6 Point Std. Deep Sockets, Sizes 1/2 thru 1 1/8	(11 piece set)
6 Point Metric Sockets, sizes 9mm thru 19 mm, 21 mm 24mm, 26mm	(15 piece set)
13/16" 6 Point Spark Plug Socket	(1 piece)
1/2" Ratchet	(1 piece)
1/2" Extension, 3", 6", 10"	(3 piece set)
15" Flex T-Handle	(1 piece)
Universal Joint	(1 piece)
18" Speed Wrench	(1 piece)
12" Slide Bar	(1 piece)
1/2" Stud Extractor	(1 piece)
1/2 - 3/8 Adapter	(1 piece)

3/4" SQUARE DRIVE SET

12 Point Std. Sockets, sizes 7/8 thru 1 1/2"	(21 piece set)
Ratchet	(1 piece)
Extension Bars, 5", 8", 16"	(3 piece set)
18" Flex T-Handle (or slide bar)	(1 piece)

WRENCHES

Std. Combination Wrenches, sizes 1/4 thru 1 1/4"	(17 piece set)
Metric Combination Wrenches, sizes 7mm thru 20mm	(17 piece set)
Std. Open-End Wrenches, sizes 1/2 x 5/16 thru 1-1/16x1-1/8	(8 piece set)
Short Box End Wrenches, sizes 3/8x7/16 thru 5/8x3/4	(3 piece set)
Std. Flare Nut Wrenches, sizes 3/8x7/16 thru 5/8x11/16	(3 piece set)
Std. Thin Head Wrenches, 3/8x7/16 thru 3/4x7/8	(5 piece set)
Std. Combination Ignition Wrenches	(10 piece set)
Metric Combination Ignition Wrenches	(8 piece set)
Std. Open End Ignition Wrenches	(8 piece set)
Std. Box End Wrench Set	(5 piece set)
12" Crescent Wrench	(5 piece set)
10" Crescent Wrench	(5 piece set)

APPENDIX F (continued)

PLIERS

Channel Lock Pliers, sizes 9 ½", 12 ½"	(2 piece set)
8" Needle Nose Pliers	(1 piece)
8" Regular Pliers	(1 piece)
8" Side Cut, Diagonals	(1 piece)
Vise Grip Pliers	(1 piece)

SCREWDRIVERS

Regular Slotted; Stubby, 3/16X4 thru 5/16X8	(2 piece set)
Phillips; Stubby, #1, #2	(2 piece set)
Offset Screwdriver, Regular	(1 piece)
Offset Screwdriver, Phillips	(1 piece)
Regular Straight Screwdriver	(5 piece)
Phillips Screwdriver	(5 piece)
Large Straight Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)

MISCELLANEOUS TOOLS

Pipe Wrench	(1 piece)
Brass Punch	(1 piece)
Wire Brush	(1 piece)
12" Pry Bar	(2 piece set)
Ball Pein Hammers, 8 oz., 16 oz.	(2 piece set)
Std. Allen Wrench Set	(15 piece set)
Metric Allen Wrench Set	(12 piece set)
Set of Punches & Chisels	(5 piece set)
Hacksaw	(1 piece)
Rolling Wedge Bar, 18"	(1 piece)
18" Pry Bar	(1 piece)
Crow Bar	(1 piece)

BRAKE TOOLS

Brake Adjuster Spoon
Brake Shoe Hold Down Spring Tool
Brake Spring Pliers
6" C-Clamp

ELECTRICAL SERVICE TOOLS

FILES

Wire Stripper Pliers
Electrical Terminal Crimper Tool
6 12-Volt Test Light
Insulator Pliers
Flat Feeler Gauge Set
Spark Plug Gap Gauge

SERVICE TOOLS

Oil Filter Wrench, 3"
Oil Filter Wrench, 3 ½"
Oil Filter Wrench, 4 1/4"
Battery Terminal Cleaner
Battery Terminal Puller
Battery Terminal Spreader
Inspection Mirror
Blow Gun
Tire Gauge
Tubing Cutter
O'Ring Pick
Seal Puller Tool
Snap Ring Pliers
Magnet
12' Tape Measurer

10" File Flat
12" File Flat
12" File, Half Round
10" File, Round
File Card Brush

Ruler
Knife
Screw Starter
Easy Out Set
Tin Snips
Set Jumper Wires
Funnel
Gasket Scraper
2" Putty Knife
Standard Thread File
Lg. Pickle Fork
Sm. Pickle Fork
16" Channel Locks
Tie Rod End
Removal Tools

APPENDIX G
CDL REQUIREMENTS

To ensure there are enough CDL holders to permit City operations to be conducted with no diminution in services provided to residents, the parties have reviewed each job classification and made a determination as to whether a CDL was required and, if so, what CDL designation was necessary. Those determinations are set forth below. The designation "A preferred," means that a CDL "A" designation may be required when the position is vacated and re-posted in the future. Bidders will be permitted to obtain the CDL "A" designation during their probationary period.

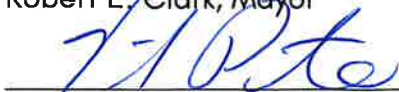
<u>CLASSIFICATION</u>	<u>CDL REQUIRED?</u>	<u>CDL TYPE</u>
Maintenance Worker I (DPS) (w/air brake endorsement)	Yes	B Minimum
Maintenance Worker II (Water) brake endorsement	Yes	A (w/air
Parks & Recreation Maintenance Wkr.	Yes	B
Heavy Equipment Operator (Water) brake endorsement)	Yes	A (w/air
Heavy Equipment Operator (WWTP) and air brakes endorsement)	Yes	B (w/tanker
Heavy Equipment Operator (DPS) and air brakes endorsement.	Yes	A (w/tanker
Water Service Worker (Water)	No	
Maintenance Worker Forestry (DPS) endorsement)	Yes	A (w/air brakes
Sludge Dewatering Operator-(WWTP)	No	

Job Leader/Forestry (DPS) endorsement)	Yes	A (w/air brakes
Job Leader/Operations (DPS) and air brakes endorsement)	Yes	A (w/tanker
Water Plant Operator (Water)	No	
W.W. Plant Operator (WWTP)	No	
Job Leader (Water Distribution) endorsement)	Yes	A (w/air brakes
Job Leader/ Collection (WWTP) and air brakes endorsement)	Yes	B (w/tanker
Master Mechanic (DPS) brakes endorsement (hired after 1/01/16))	Yes	A (w/air
Job Leader/Certified Welder/Master Mechanic (DPS) brake endorsement)	Yes	A (w/air
Mechanic (WWTP)	No	
Mechanic (Water Dept.)	No	
Maintenance Leader (WWTP)	No	
Job Leader/Pump Station (WW)	No	
Water Distribution Technician brakes endorsement)	Yes	A (w/air
Job Leader/Meter Shop (Water)	No	

CITY OF MONROE



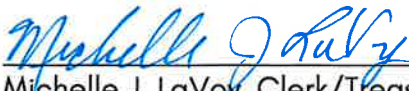
Robert E. Clark, Mayor



Vincent Pastue, City Manager



Peggy A. Howard, Director of
Human Resources



Michelle J. LaVoy, Clerk/Treasurer

TEAMSTERS, LOCAL UNION NO 214



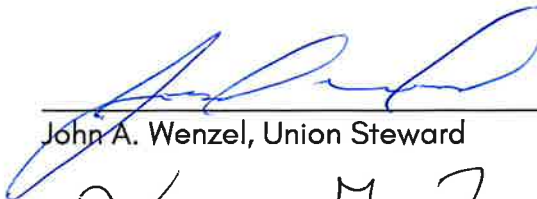
Dwight Thomas, Business Representative



Brian C. Jeffries, Chief Union Steward



Todd D. Leary, Union Steward



John A. Wenzel, Union Steward



Kevin G. Nash, Steward

APPENDIX H
MEMBERSHIP DUES DEDUCTION AUTHORIZATION

I authorize the Finance Department of the City of Monroe to deduct my regular TEAMSTERS, LOCAL 214 membership dues from my pay. I agree that such deductions shall be consecutive and in such prorated amounts as certified to the Employer by TEAMSTERS, LOCAL 214 in writing, and that all dues deducted shall be remitted to the person designated by TEAMSTERS, LOCAL 214 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: _____

APPENDIX I

Performance Evaluation Form

Employee Name: _____

Job Title: _____

Department: _____

Supervisor: _____

Date: _____

A rating of Satisfactory indicates an acceptable level of performance. For all other ratings, comments should be provided to explain the basis for the evaluation.

1. Demonstrates skill and understanding of job responsibilities

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

2. Completes assignments correctly and in a timely manner

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

3. Complies with attendance policies

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

4. Communicates effectively and appropriately with co-workers, management, and members of the public

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

5. Demonstrates good judgment and ability to problem-solve

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

6. Shows initiative and a sense of personal responsibility

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

7. Demonstrates a positive attitude and ability to work with others on the team

<input type="checkbox"/> 1 Poor	<input type="checkbox"/> 2 Unsatisfactory	<input type="checkbox"/> 3 Satisfactory	<input type="checkbox"/> 4 Very Satisfactory	<input type="checkbox"/> 5 Outstanding
------------------------------------	--	--	---	---

Comments: _____

Total Score: _____/35

Date met to discuss performance evaluation: _____

Supervisor Signature: _____

Employee Signature: _____

Employee comments: _____
