



AGREEMENT BETWEEN THE

CITY OF MONROE

AND

COMEA UNIT II

AUGUST 2, 2021 THROUGH JUNE 30, 2025

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## AGREEMENT

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

### ARTICLE 1 PURPOSE AND INTENT

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

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

### ARTICLE 2 RECOGNITION

Section 1. Unit Description. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular full-time employees holding the job classifications of Superintendent of Wastewater, Superintendent of Water Treatment, Superintendent of Public Services, Superintendent of Water Distribution, Assistant Finance Director, Business Intelligence and Data Coordinator, Chief Deputy Clerk/Treasurer, Assistant City Engineer, and Police Records Supervisor, excluding all supervisors, confidential employees, part-time employees, temporary employees, casual employees, on-call employees, and all other employees of the Employer.

#### Section 2. Definitions.

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

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

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

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

### ARTICLE 3 NON-DISCRIMINATION

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

### ARTICLE 4 RIGHT TO WORK AND VOLUNTARY ASSOCIATION DUES DEDUCTIONS

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

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

#### Section 3. Dues Deductions.

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

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

Finance Department written certification of the amount of dues to be deducted pursuant to the provisions of this Article.

(c) Each employee shall execute the required Authorization Form for deduction of Association membership dues before any payroll deductions shall be made. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Association's Financial Officer by the Employer.

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

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

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

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

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

## ARTICLE 5 MANAGEMENT RIGHTS

The Employer has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects and powers or authority which the

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

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

#### ARTICLE 6 ASSOCIATION REPRESENTATION

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

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

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

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

ARTICLE 7  
GRIEVANCE PROCEDURE

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

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

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

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

Section 2. Procedure

Step One

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

Step Two

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



### Step Three Arbitration

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

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

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

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

Section 3.

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

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

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

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

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

ARTICLE 8  
STRIKES AND LOCKOUTS

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

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

ARTICLE 9  
DISCIPLINE AND DISCHARGE

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

just cause.

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

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

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

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

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

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

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

#### ARTICLE 10 RULES AND REGULATIONS

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

The Employer shall post its rules and regulations, including all modifications thereto, on employee bulletin boards and provide copies to employees. Employees shall

immediately sign and return to the Employer an acknowledgement of receipt of the rules and regulations, and all modifications thereto.

## ARTICLE 11 HOURS OF WORK

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

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

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

Section 3. In those instances where the Public Services "on-call" roster has been exhausted and adequate staff is not available and the DPS Superintendent is required to serve as the on-call supervisor, the DPS Superintendent will serve as backup and shall be compensated \$250 paid on a per instance basis. The payment will be made with the regular bi-weekly payroll and the total of such payments shall not exceed \$1,500 per calendar year.

## ARTICLE 12 COMPENSATION

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

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

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

step of the Salary Schedule for his classification and pay grade.

#### Section 4. Severance Pay

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

#### Section 5. Longevity Pay

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

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

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

#### Section 6. Pay Adjustments for Promotions and Transfers.

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

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

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

Section 7. Certification Pay. Notwithstanding any provisions of the parties' collective bargaining agreement and Ordinance No. 79-023, effective June 30, 2017, and each June 30<sup>th</sup> 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, the following reimbursement for attaining the following certifications:

Water Filtration	Water Distribution	Wastewater	MWEA TECH CERT.	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.

Section 8. 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 13  
JOB CLASSIFICATIONS

Section 1.

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

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

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

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

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

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

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

1. The employees shall complete the Employer's Job Information Questionnaire and forward it, and such other information as the employee deems appropriate, to the Human Resources Director. The Human Resources Director shall review the employee's position and, within thirty (30) calendar days of receipt of the employee's request, advise the employee and the Association of his determination.
2. If requested within fifteen (15) calendar days after informing the employee and the Association of such determination, the Human Resources Director shall meet with the employee and the Association to discuss the basis for said determination. If following such discussion there is a dispute as to the pay grade for the revised job classification, such dispute shall be an appropriate matter for a grievance initiated at Step Two of the grievance procedure.
3. If a grievance is subsequently referred to an arbitrator, he shall use as the basis for her/his decision the factors referenced in the Employer's Job Information Questionnaire, the Compensation and Classification System and the classification of jobs and any amendments thereto that have been mutually agreed upon by the parties.
4. If the arbitrator determines the position contains job duties which warrant a higher pay grade, he shall list those duties in his decision.

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

F. Upon ratification of this Agreement, the Police Records Supervisor shall be provided a questionnaire by the Employer's Human Resources Department. The questionnaire 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 B-1). The determination of the pay grades to be assigned to the above referenced classifications shall be final and binding on all affected employees, the Association, and the Employer, without right of further review or appeal under this Collective Bargaining Agreement or any other forum provided by law.

G. 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 Association 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 14  
JOB VACANCIES

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

1. The position shall be posted on the Association's bulletin board(s) for a period of five (5) working days. The posting shall contain a specific job description, requisite qualifications, and applicable rates of pay.
2. Eligible employees may sign the posting in the Human Resources Department.
3. The Association shall be provided with a list of employees who signed the posting.
4. 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 Department Head for the vacant position; (2) the Director of Human Resources; and (3) either the City Manager or his/her designee. The individual who receives the highest score under the following rubric will be awarded the position:
  - Performance Evaluation completed by employee's supervisor (Appendix D) (Maximum of 35 points)
  - Seniority (1 point for every year of service, capped at 25 years) (Maximum of 25 points)
  - Interview Panel score (Maximum of 25 points)
  - Experience score, based on years in relevant position (Maximum of 10 points)
  - 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)

5. The employee selected to fill the vacancy shall be offered the position in writing.
6. An employee may waive the offer of such a vacancy without prejudice, but must do so in writing.
7. The successful candidate shall assume his new position within two (2) weeks of acceptance of the position.
8. If a Unit II employee fails to apply for a position vacancy, or is otherwise not selected for a position vacancy, the Employer may make the position available to other qualified applicants from outside the bargaining unit.
9. All individuals appointed to a vacancy shall have their performance reviewed at least once during the first six (6) months following their appointment.

ARTICLE 15  
SENIORITY

Section 1. Probationary Employees.

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

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

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

Section 2. Seniority.

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

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

1. Quits.

2. Retires.
3. Is discharged for just cause.
4. Is absent from work for three (3) consecutive work days without justifiable reason and/or prior notification to the Employer.
5. Has obtained a leave of absence under false pretenses, or fails to return to work upon the expiration of a leave of absence without procuring extension thereof.
6. Overstays a leave of absence or vacation, unless prior to the expiration of such leave or vacation a request for extension is made by the employee and approved by the Employer.
7. Has been on layoff for a period equal to the employee's seniority at the time of layoff or three (3) years, whichever is lesser.
8. Is on medical or disability leave for more than one (1) year. (If an employee goes on a leave of absence for reasons related to the initial medical or disability leave within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.)
9. 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.

ARTICLE 16  
HOLIDAYS

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

- 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

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

- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11) Observed
- Thanksgiving Day (Fourth Thursday in November)
- Mayor's Day (Day following Thanksgiving)
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

The eligibility requirements for holiday pay are as follows:

- (a) The employee must have worked the last scheduled work day before and the next scheduled work day after the day of observance of the holiday, unless he presents an excuse for his failure to do so which is acceptable to his Department Head. Documentation may be required.
- (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.

ARTICLE 17  
VACATION

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

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

<u>Years of Service Completed<sup>1</sup></u>	<u>Vacation Hours</u>	<u>Maximum (2 yrs.) 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<sup>1</sup> service: 80 hours
- 8-15 years of completed<sup>1</sup> service: 120 hours
- 16+ years of completed<sup>1</sup> service: 160 hours

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<sup>1</sup> 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. All vacation time not used within said period shall be forfeited, with the exception of previously scheduled vacation periods that are scheduled and later cancelled by the Employer. Vacation periods cancelled by the Employer may be carried over to the next calendar year for use by the employee. Other exceptions may be approved at the discretion of the Employer.

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

Section 4. When an employee terminates his employment, is discharged, retires or dies prior to his anniversary date, the employee (or his estate) shall be paid for all unused accrued vacation hours up to the maximum two year carryover amount, at his current rate of pay. Any vacation hours in excess of the maximum two year carryover amount shall be forfeited. The current year's accrual shall be prorated. Such prorated amount shall be determined by dividing the number of weeks worked by the employee since his last anniversary date by fifty-two (52) and multiplying that result by the number of vacation hours reflected on the above schedule for the employee's years of service.

## ARTICLE 18 LEAVES OF ABSENCE

### Section 1. Sick Leave.

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

(b) For the purposes of this Section, "Sick Leave" may be used for an employee's 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. It shall also include a physician or dental appointment or the illness or injury of a member of the employee's immediate family. Immediate family member is defined as the employee's child, step-child, spouse, domestic partner, parent or step-parent.

(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.

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

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

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

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

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

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

An employee who is continuing to work and being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

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



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

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

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

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

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

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

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

The maximum duration of such bereavement leave shall be five (5) days for the death of the employee's spouse or child; three (3) days for the death of the employee's brother, sister, parent, spouses' parent, grandparent or grandchild; and one (1) day for the

death of the employee's brother-in-law, sister-in-law or spouse's grandparent. Should a death in his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided he notifies the Employer prior to the date of the funeral.

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

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

ARTICLE 19  
HEALTH, DENTAL, LIFE, LTD AND GENERAL LIABILITY BENEFITS

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

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

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

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) 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.<sup>1</sup>

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<sup>1</sup> Eligible participants include the employee, the employee's legal spouse, and the employee's children until 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.

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.<sup>1</sup> Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (See Section (4) below for the manner in which the employee's payment is determined.)
- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PPO High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible.

Except as above provided, after payment of the applicable in-network deductible in each calendar year, the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. Except as above provided, after payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year.

For employees covered under this Plan the Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for

employee/spouse or employee/child(ren) coverage, and \$1,000 for family coverage,<sup>1</sup> 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.

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

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

B. Employees Hired On Or After September 26, 2011. All regular full-time employees hired on or after September 26, 2011, who desires health care benefits through the Employer shall be provided the Blue Cross/Blue Shield of Michigan Community Blue PP0 (80/20) Plan described in Section 1.1 A (2) above or the Blue Cross/Blue Shield of Michigan Community Blue Flexible Blue PP0 High

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<sup>1</sup> Eligible participants include the employee, the employee's legal spouse, and the employee's children until 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.

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

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

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

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

1.3. Additional Limitations on Coverage. Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the Internal Revenue Code and related regulations.

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

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

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

Section 2. Health Care Waiver Incentives.

A. Total Waiver of Health Care Coverage

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

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

B. Waiver of Coverage for Employee's Spouse or Spouse and Dependent Children Only. Any regular full-time employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.

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

who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$750 payment.

An employee who has waived all coverage for his spouse and all dependent children, will receive a cash payment of \$1,000 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

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

Section 3. Dental Care Benefits.

The Employer shall provide regular, full-time seniority employees (and their eligible dependents<sup>1</sup>) the dental care benefits in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.

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

<u>Covered Services</u>	<u>Plan Pays</u>	<u>Employee Pays</u>
<u>Class I Benefits</u>		
Diagnostic and Preventive Services (includes exams, cleanings, fluoride, and space maintainers)	100%	0%
Emergency Palliative Treatment (temporarily relieve pain)	100%	0%
Radiographs - X-rays	100%	0%
<u>Class II Benefits</u>		
Oral Surgery Services	50%	50%
Endodontic Services	50%	50%
Periodontic Services	50%	50%

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<sup>1</sup> Eligible participants include the employee, legal spouse, and dependent children to the end of the month in which they turn 26.

Relines and Repairs	50%	50%
Minor Restorative Services	50%	50%
Major Restorative Services	50%	50%

Class III Benefits

Prosthetic Services	50%	50%
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Class IV Benefits

Orthodontic Services (to age 19)	50%	50%
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Maximum Payment - \$800 per person total per benefit year on Class I, Class II and Class III Benefits. Class IV Benefits will not exceed a lifetime maximum of \$1,500 per eligible person.

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

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

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

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

Section 4. Term Life and Accidental Death and Dismemberment Benefits. Effective January 1, 2022, the Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in an equal amount of 2 times the employee's base annual salary up to a maximum of \$300,000. Coverage



will commence on the employee's 91st calendar day of continuous employment.

At age 70 the term life insurance and accidental death and dismemberment benefits as described above shall reduce to 50% of the original amount.

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

The benefits hereinabove provided shall be subject in all respects to the terms, conditions, exclusions, limitations and other provisions of the group insurance policy between the Employer and its carrier. Subject to applicable policy provisions and insurance carrier approval, benefits may be continued for employees who are disabled due to illness or injury, on temporary layoff, or on an approved paid or unpaid leave of absence. Employees electing to continue such coverage while on temporary layoff or on an unpaid leave of absence shall pay the full cost of such continued coverage. The Employer shall establish the policy for the collection of employee payments. An employee whose group term life and accidental death and dismemberment coverage was discontinued while on a leave of absence or layoff, shall have such coverage reinstated upon return to active duty.

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

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

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

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

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

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

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

Section 7. Vision Care Benefits.

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

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.

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<sup>1</sup> 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.

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 Association of such changes prior to their becoming effective.

## ARTICLE 20 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 August 2, 2021 (the "CBA Ratification Date"). To the extent consistent with this Article 20, 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 20.

### 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 four percent (4%) of his or her wages that are included in final average compensation.

(2) A DB Member shall be eligible for retirement upon attaining age (i) 55 or older with 25 or more years of credited service, (ii) 60 or older with 10 or more years of credited service or (iii) age 65 or older with 5 or more years of credited service.

(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. Final average compensation shall be the average of the highest three (3) years of the DB Member's compensation during the last ten (10) years of his or her employment with the Employer. The computation of final average compensation for time worked prior to December 31, 2014 shall include base salary, longevity pay, unused sick leave bonus payments, payoffs for unused vacation benefits, and overtime. Effective December 31, 2014, the computation of final average compensation shall not include overtime, payoffs for unused vacation benefits in excess of 240 hours, and any other payments not expressly referenced herein.

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

(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.

<b>Age as of a DB Member's Last Birthday</b>	<b>Factor</b>
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 percentage (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 <sup>1</sup>		
Mandatory Employee Contribution - Deposited into DC Plan	4% of Employee's Compensation		
Employer Contribution- Deposited into DC Plan	5% of Employee's Compensation		
	Employee Voluntary Contributions <sup>2</sup> and Employer Match <sup>3</sup>		
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 <sup>4</sup>		
	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:

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

<sup>2</sup> Voluntary contributions to the 457 Plan apply to DC Members, DB Members and Hybrid Members.

<sup>3</sup> Employer Match to the DC Plan applies to DC Participants and Hybrid Members described in Section 4(A)(1) and (2).

<sup>4</sup> 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.



- (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 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 spouse.<sup>1</sup>

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 service<sup>2</sup> (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.<sup>3</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

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.<sup>1</sup> 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 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

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<sup>1</sup>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.

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 within 60 days 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 A and 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.

C. Retiree Health Care Fund. All regular full-time employees hired prior to July 1, 2008, shall contribute 3% of the average annualized base wages of all regular full-time employees of the City to the City's Retiree Health Care Fund, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.)

The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. If the employee quits or leaves City employment for any reason and is ineligible for retiree health care benefits, the employee shall be refunded the amount he contributed to the Retiree Health Care Fund. Interest will be credited in the same manner as employee contributions to the pension fund.

#### Section 6. MERS Health Care Savings Program.

All regular full-time employees hired on or after July 1, 2008, are excluded from retiree health care benefits provided in Section 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 21  
EDUCATION REIMBURSEMENT

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

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

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

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

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

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

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

## ARTICLE 22 MISCELLANEOUS

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

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

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

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

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

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

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

encouraging all employees to observe safety and health standards.

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

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

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

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

Section 8. Annual Performance Evaluation.

Employees' performance will be reviewed in December of each year, using the form attached as Appendix D. 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 23  
SCOPE OF AGREEMENT

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



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

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

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

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

ARTICLE 24  
DURATION

This Agreement shall be effective August 2, 2021, and shall continue in full force and effect until midnight June 30, 2025, unless terminated earlier as hereinafter provided.

EMPLOYER

CITY OF MONROE EMPLOYEES  
ASSOCIATION UNIT II



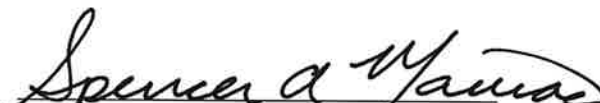
Robert E. Clark, Mayor



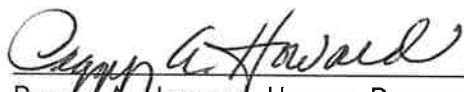
Christopher S. Knight, President



Vincent Pastue, City Manager



Spencer A. Maniaci, Vice President



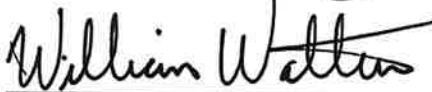
Peggy A. Howard, Human Resources  
Director



Kevin M. Armstrong, Secretary



Michelle J. LaVoy, Clerk/Treasurer



William E. Walters, Treasurer

APPENDIX A

CLASSIFICATIONS AND PAY GRADES

<u>CLASSIFICATIONS</u>	<u>PAY GRADE</u>	<u>DEPARTMENT</u>
Police Records Supervisor	G	Police
Chief Deputy Clerk/Treasurer	H	Clerk/Treasurer
Assistant City Engineer	I	Engineering
Assistant Finance Director	I	Finance
Business Intelligence and Data Coordinator	J	Finance
Superintendent of Water Distribution	I	Water
Superintendent of Public Services	J	Public Services
Superintendent of Wastewater	J	Wastewater
Superintendent of Water Treatment	J	Water

APPENDIX B  
WAGE SCHEDULE

July 1, 2021 through June 30, 2023

	Minimum								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
G	52,109	54,079	56,027	57,996	59,922	61,891	63,839	65,808	67,734
H	57,324	59,473	61,622	63,772	65,933	68,082	70,231	72,381	74,519
I	63,060	65,426	67,790	70,155	72,520	74,884	77,250	79,614	81,978
J	67,790	70,333	72,874	75,417	77,958	80,501	83,043	85,585	88,127

APPENDIX B  
WAGE SCHEDULE

July 1, 2023 through June 30, 2024

	Minimum								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
G	53,151	55,161	57,148	59,156	61,120	63,129	65,116	67,124	69,089
H	58,470	60,662	62,854	65,047	67,252	69,444	71,636	73,829	76,009
I	64,321	66,735	69,146	71,558	73,970	76,382	78,795	81,206	83,618
J	69,146	71,740	74,331	76,925	79,517	82,111	84,704	87,297	89,890

APPENDIX B  
WAGE SCHEDULE  
July 1, 2024 through June 30, 2025

	Minimum								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
G	54,214	56,264	58,291	60,339	62,342	64,392	66,418	68,466	70,471
H	59,639	61,875	64,111	66,348	68,597	70,833	73,069	75,306	77,529
I	65,607	68,070	70,529	72,989	75,449	77,910	80,371	82,830	85,290
J	70,529	73,175	75,818	78,464	81,107	83,753	86,398	89,043	91,688

APPENDIX C

MEMBERSHIP DUES DEDUCTION AUTHORIZATION

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

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

\_\_\_\_\_

Name

Date: \_\_\_\_\_

APPENDIX D  
**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: \_\_\_\_\_



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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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Total Score: \_\_\_\_\_ /35

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Date met to discuss performance evaluation: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employee comments: \_\_\_\_\_

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