



CITY OF
MONROE
Michigan

AGREEMENT BETWEEN THE
CITY OF MONROE
AND THE
MONROE FIREFIGHTERS ASSOCIATION,
AFL-CIO, LOCAL 326

JULY 1, 2021 THROUGH JUNE 30, 2026

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AGREEMENT

This Agreement entered into this 18th day of July, 2022, by and between the City of Monroe, a municipal corporation, hereinafter referred to as the "City" or "Employer," and the Monroe Firefighters Association, AFL-CIO, Local 326 of International Association of Firefighters, hereinafter referred to as the "Association."

PURPOSE AND INTENT

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

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as is provided by the law.

The Association further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE 1 RECOGNITION

Section 1. Recognition. The City of Monroe hereby recognizes the Monroe Firefighters Association, AFL-CIO, Local 326 of the International Association of Firefighters as the official representatives for purposes of collective bargaining in respect to wages, hours and conditions of employment as defined under P.A. 336 of the Public Acts of 1947, as amended, of all regular full-time Fire Marshal, Fire Captains, Fire Lieutenants, Fire Mechanics, and Firefighters, but excluding the Director of Public Safety, Fire Commander, Police Commander, Administrative Commander, Public Safety Captains, Public Safety Lieutenants, Public Safety Sergeants, Public Safety Officers, clerical employees and all other employees and positions of the City.

Section 2. Definitions.

- A. Base Hourly Rate – The hourly rate for the Fire Marshal shall be the annual salary divided by 2,080 hours.

The base hourly rate for all personnel other than the Fire Marshal shall be the annual salary divided by 2,808 hours (54 hour rate).
- B. Daily Hourly Rate – The daily hourly rate shall be the annual salary divided by 2,080 hours (40 hour rate).
- C. Regular Full-Time Employee Except as otherwise provided in this Agreement, a regular full-time employee shall be an employee whose employment is for a period of indefinite duration and who is regularly assigned a regular work year of 2,080 or 2,808 hours.
- D. Emergency Overtime – Emergency overtime is overtime required in an emergency situation such as a major fire, storm or other disaster, etc.
- E. Scheduled Overtime – Scheduled overtime is overtime in non-emergency situations.
- F. References to Gender. Unless the contract indicates otherwise, all references to employees or officers in this Agreement shall include male and female employees, and wherever the male gender is used it shall be construed to include both male and female employees.
- G. Kelly Day. An unpaid twenty-four hour period off in an 84 day work cycle.

Section 3. Other Agreements. The City shall not enter into any agreements with its employees, individually or collectively or with any other organization which in any way may conflict with the provisions hereof.

ARTICLE 2
RIGHT TO WORK AND VOLUNTARY DUES DEDUCTIONS

Section 1. Each unit employee shall have the right to join, or not to join, the Association as he/she individually prefers.

The parties agree that they will not interfere with the free choice of any employee regarding the decision to join, not join, or to continue or discontinue as a member.

Section 2. During the life of this Agreement, employees may have monthly membership dues deducted from their earnings by signing and submitting to the Employer the Membership Dues Deduction Authorization form attached to this Agreement as Appendix C. Each dues deduction authorization will be limited to deduction of regular monthly basic dues to include fees and assessments when approved by the employee and the Union and will remain in effect (1) for a specified time in accordance with law, or (2) until the Employer receives written notification that the employee has cancelled the authorization, or (3) until active employment in a covered classification is terminated. Should this Agreement be terminated for any reason, the dues deduction authorization forms will be automatically cancelled.

Deductions under all properly executed Authorization Forms shall commence 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.

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 Check-off at any time by serving written notice thereof to the Employer and the Union.

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.

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 3. 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 3 ASSOCIATION RIGHTS

A. Bulletin Boards. The Association shall be provided suitable bulletin boards including at least one (1) at each fire station for the posting of legitimate Association

business. Such boards shall be identified with the name of the Association, and the Association's Secretary shall be responsible, therefore.

B. Meeting Place. The Association may schedule Employer facilities for meetings so long as such meetings do not conflict with the business of the Employer. The usage of Employer facilities shall be scheduled through the Fire Commander (or his designee). No employee who is on duty shall attend such meetings without the approval of the Fire Commander (or his designee).

C. Contract Negotiations. There shall be no diminution of income to employees or members of the Association who are required to be present by the Association for contract negotiations between the City and the Association.

D. Contract Administration. Meetings agreed to by the parties for the purpose of contract administration, grievance administration and communications shall be compensated for at straight time hourly rates per those employees who are required to attend at times other than during their regularly scheduled shift.

E. Association Business. At the discretion of the Fire Commander (or his designee), reasonable time off without discrimination or loss of seniority rights and without pay will be granted to an employee designated by the Association to attend a meeting on official Association business, provided (i) forty-eight (48) hours written notice is given to the Fire Commander (or his designee) by the Association, specifying the length of time off that is needed for Association business and (ii) there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 4 MANAGEMENTS RIGHTS

Section 1. It is recognized that the government and management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: All rights involving public policy, the rights to decide the number and location of fire stations, related work to be performed within the firefighting unit, the right to hire, promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees.

Section 2. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and or classifications provided that any employee who is laid off or involuntarily transferred shall be reassigned to his or her prior position when such position is next filled.

Section 3. The City shall make reasonable provisions for the safety and health of all its employees during the hours of employment. The City shall specifically provide safe

places and conditions of employment, and specifically include the providing of safe equipment and adequately maintained vehicles for the utilization of the employees herein. The Association and the City agree that they will cooperate in encouraging the employees to observe safety and health standards.

Section 4. 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 City shall not be exercised in a manner that violates any other provisions of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

A grievance which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. Time limits indicated may be waived or extended by mutual agreement between the Association and the City, and shall exclude Saturdays, Sundays and holidays.

Section 1.

Step 1

Any employee having a grievance shall reduce it to writing, and present it to the Grievance Committee within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the employee's first scheduled work day following the action leading to the grievance. If the grievance is deemed by the Grievance Committee to have merit, it will be signed by the employee and a member of the Association's Executive Board, then submitted to the Director of Public Safety through the Fire Commander within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the employee's first scheduled work day following the action leading to the grievance. Any grievance not filed as herein provided shall result in forfeiture of the grievance.

Step 2.

An employee will have an opportunity to present the written grievance to the Director of Public Safety. It will be the employee's responsibility to attend said meetings if they so desire. The employee will waive their right to be heard at either Step 3 or 4 if they do not attend the scheduled meeting. After the employee makes a presentation, and there are no further questions of the employee, the employee will be excused.

The written grievance will then be discussed between the Grievance Committee, the Director of Public Safety, the Fire Commander, and any other representatives determined by the City within five (5) working days after receipt. Then within five (5) working days (excluding Saturdays, Sundays, and holidays), the Director of Public Safety will give his decision in writing. The Grievance Committee will not have more than four (4)

representatives in attendance. If not settled, it shall be discussed by the Grievance Committee of the Association to determine whether or not it is meritorious.

Step 3.

In the event the grievance is not settled in Step 2, the Grievance Committee within five (5) days may request a meeting to discuss the matter between the Grievance Committee and the Director of Human Resources and any other representatives determined by the City. This meeting will be held at a conference room at City Hall within ten (10) working days of the request for the meeting, and the decision will be in writing within ten (10) working days of the conclusion of the meeting.

Step 4.

If the grievance is not resolved in Step 3, the Association shall have thirty (30) days to invoke arbitration as follows:

A. When either party receives a letter of intent to arbitrate, the parties shall attempt to select an arbitrator.

B. In the event the parties have not selected an arbitrator within ten (10) days or within a mutually agreed period, an arbitrator shall be selected in accordance with the procedures of the American Arbitration Association. Arbitration hearings shall be held in a conference room at City Hall.

C. Any grievance not appealed from a decision in one (1) of the Steps of the above procedures to the next Step, as prescribed, shall be considered closed unless reconsideration is mutually agreed to by the Association and the City.

Section 2. Arbitrator Powers.

A. The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement.

B. The arbitrator shall have the authority to rule on all grievances which may arise under this Agreement.

C. The arbitrator's decision shall be final and binding on all parties.

D. The expenses of the arbitrator shall be shared equally between the City and the Association.

Section 3. Miscellaneous

A. An employee or member of the Grievance Committee having a grievance shall first gain permission from the Fire Commander or on-duty supervisor before leaving his/her job to contact the Association.

B. Any employee who is reinstated after discharge shall within fourteen (14) days be returned to duty with the Monroe Fire Department 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 set forth.

C. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his or her regular rate.

D. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

E. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Association and the City.

F. The Association shall have the right, through its Executive Board to file a grievance directly with the Director of Public Safety through the Fire Commander at Step 2 of the grievance procedure if the Executive Board and/or the Association believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.

ARTICLE 6
STRIKES AND LOCKOUTS

A. The Association agrees that it will not call, authorize, sanction or participate in any strike, work stoppage, work slowdown, or create or cause any reduction of essential services during the term of this Agreement.

B. The Employer agrees that it will not engage in any lock out of employees during the term of this Agreement.

C. The occurrences of any acts prohibited in this Section or by the Michigan Public Employment Relations Act shall be deemed a violation of this Agreement.

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 1. Employees Other than the Fire Marshal.

Employees other than the Fire Marshal work a standard work year of 2,808 hours. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the City of Monroe pays overtime to its firefighters on a "work period" basis. The City expressly adopts a 28-day work period for its firefighters. Therefore, overtime need not be paid until the number of hours that the employee works in the work period exceeds 212 hours. Firefighters will be assigned to one of three platoons and will work a 24 hour work day. The rotation shall

consist of 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, followed by 96 hours off duty. Each work day will commence at 7:30 a.m.

To be compliant with 7(k) of the FLSA without the City unnecessarily incurring overtime expense each employee must also take one unpaid twenty-four hour period off (i.e. a "Kelly Days") in an 84 day work cycle. Employees shall not suffer any diminution of wages as result of the use of a Kelly Day.

Employees will be permitted to exchange the unpaid Kelly day only within the 28-day cycle the day occurs. The employee will be permitted to exchange paid vacation, personal days and compensatory time off provided such exchanges do not interfere or conflict with normal operations of the Department. All such exchanges shall be subject to prior approval by the Director of Public Safety or his designee. The City will authorize up to two employees to be off per day for the purpose of utilizing Kelly days and only one employee off for paid vacation, personal days and compensatory time off.

Section 2. Fire Marshal. The Fire Marshal works a standard work year of 2,080 hours and shall have a standard work week of forty (40) hours per week.

Section 3. Overtime Rate. The overtime rate is time and a half the employee's hourly rate, as identified in Article 1. Section 2. An employee must work fifteen minutes after the end of his shift to receive one-half (1/2) hour paid overtime or forty-five minutes to receive one hour overtime.

For purposes of computing overtime, compensable hours (paid vacation, personal, sick and compensatory time) shall be considered hours worked.

Section 4. Payroll. Employees are paid on a bi-weekly basis.

Section 5. Training.

A. General Rule for Required, Work-Related Training. As a general rule, employee attendance at lectures, meetings, and training programs are hours worked under the FLSA if the training is required and directly related to the position held.

1. Work-Related Multiple Day Training. For attendance at required multiple day seminars or schools, attendees will be paid for:

a. Travel time from home or the fire station to the training location at the start of the multiple day training and from the training location to home or the fire station at the completion of the multiple day training, whichever is longer;

b. For hours in class or at a training session, but not for time after the completion of the training for the day.

The City will provide all necessary registration fees, gas and mileage expenses for those that drive and drive their own vehicle as opposed to a City vehicle (not passengers), lodging and meals for attendees.

Off-duty training shall be paid at time and one half the 40 hour rate when the training related to the position held, (i.e. fire officer classes for officers, mechanics for maintenance division, etc.) and any additional off-duty training with the approval from the Fire Commander.

B. Voluntary Training and Compensatory Time. All employees who voluntarily attend training or education outside of their regularly scheduled work shift, with the approval of the Director of Public Safety or his authorized representative, shall be compensated with compensatory time off at the rate of one-and-one-half hours for each hour worked or overtime at one-and-one half times the forty (40) hour rate of pay. This educational compensatory time shall only accumulate to a maximum of seventy-two (72) hours for employees other than the Fire Marshal. The Fire Marshal shall only accumulate such compensatory time to a maximum of twenty-four (24 hours).

Employees will be able to use compensatory time in one hour increments. Compensatory time selected in 24 hour blocks by employees other than the Fire Marshal will be treated as a personal day and adhere to personal day rules. Compensatory time selected in an eight (8) hour block by the Fire Marshal will be treated as a personal day and adhere to personal day rules. An employee may schedule compensatory time off during the regular November vacation selection process following the scheduling of vacation time. For employees other than the Fire Marshal, seniority governs the utilization of compensatory time.

Section 6. Call-Back Pay: Any employee who is called back to work prior to the beginning of his or her regular shift or not on shift shall be paid a guaranteed minimum of two hours pay at their daily hourly rate (40 hour rate) unless the employee is already working for another reason. This two hour minimum shall be called "call back pay." In addition, for all time worked during this time, said employee shall be paid one and one-half times the daily hourly rate (40 hour rate) . This provision does not apply to scheduled overtime and short shifts with more than 12 hour notice.

If the necessary firefighter staffing is not secured through the regular call in process, the Fire Marshal may voluntarily work the overtime hours as a firefighter while being compensated at time and one half at his regular rate of pay. Such overtime will be at the discretion of the Public Safety Director and must not hinder or interfere with the primary duties of the Fire Marshal.

ARTICLE 8 MINIMUM STRENGTH

A. The Mayor and City Council through the Director of Public Safety and in accordance with the Management's Rights clause in this Agreement shall establish an appropriate table of organization and level of staffing in accordance with the Mayor and City Council's policy.

B. In order to carry out the responsibilities of the Director of Public Safety (or his designee) with regard to paragraph A above, the overtime provisions relative to maintaining staffing requirements shall be as follows:

1. Employees shall have an opportunity to affix their names to a sign-up sheet for overtime work.

2. When staffing falls below the minimum number as outlined above, the Fire Commander (or his designee) shall call in the necessary personnel. When an employee is called, he or she shall be paid one and one-half (1-1/2) times their base hourly rate (54 hour rate) times the hours he or she works in order to maintain minimum strength.

3. When there is scheduled overtime to maintain the minimum shift and it is less than twelve (12) hours, a member shall receive overtime pay at his or her daily hourly rate (40 hour rate) in accordance with Article 7. Hours of Work and Overtime. Extensions may be approved by the Director of Public Safety.

4. All off-duty employees shall report for duty when a general emergency "call back" is initiated.

Available employees who fail to adhere to the provisions of this Article are subject to discipline.

ARTICLE 9 PROBATIONARY PERIOD

All employees entering the bargaining unit shall serve a one (1) year probationary period, uninterrupted by any break in service, commencing from their first date of hire with the City. During this period, the employee may be disciplined or discharged for any reason at the discretion of the City's Director of Public Safety and without recourse to the grievance and arbitration provisions of this Agreement.

Employees who have completed probation and are promoted to a higher rank within the bargaining unit, shall also serve a one (1) year probationary period in the higher rank. During their probationary period, such employees may be returned to their former position should the City's Director of Public Safety determine their performance to be unsatisfactory. Documentation regarding this decision shall be provided to the Association.

ARTICLE 10 DISCIPLINE AND DISCHARGE

A. Employees who have successfully completed one year of service with the City shall only be disciplined or discharged for just cause.

B. All disciplinary actions shall be in writing with copies provided to the employee, the Association President, and the Human Resources Director.

C. It is further agreed that an Officer of the Association shall have the right to be present if requested by the employee on any occasion in which the Director of Public Safety Director and/or the Fire Commander calls a member of the Association for a conference, which in any way or manner is in reference to the performance of professional duty or performance of the member of the Association, or which in any respect has reference to his or her wages, hours of work, or other conditions of employment of the member of the Association.

ARTICLE 11
COMPENSATION

Section 1. Pay Periods.

Employees will be paid every other Thursday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made 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 Wages.

A. The base wage schedules for employees covered by this Agreement are set forth in Appendix A, Wage Schedule for the periods indicated.

B. Effective July 1, 2021, each person covered by this Agreement shall be placed on the Wage Schedule appropriate for their classification as provided in attached Appendix A. New hires shall normally commence their employment at Step One (the minimum rate) of the Wage Schedule; provided, however, the Employer may, at its sole discretion, place an employee on a higher step of the Wage Schedule based upon the employee's prior experience and education. Thereafter, each July 1 all employees (including new hires) shall advance to the next successive Step of the Wage Schedule (Appendix A) until the employee reaches the maximum Step.

Section 3. Longevity Pay. Employees hired on or after July 1, 2008, shall not be eligible for longevity pay.

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

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

(* = Times Years of Service)

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

Section 4. Food Reimbursement.

A. Employees hired prior to September 12, 2011 shall continue to receive a \$450 food allowance reimbursement. This will be paid by separate check the first open pay period in October of each year. Employees hired on or after September 12, 2011, shall not be eligible for a food reimbursement. However, commencing in October, 2021, employees hired prior to September 12, 2011 shall receive a partial payment of \$400 and employees hired on or after September 12, 2011 shall receive a \$850 food allowance reimbursement. Effective July 1, 2022, all employees shall be eligible to receive an \$850 food allowance reimbursement. This shall be paid by separate check the first open pay period in October of each year.

B. Eligible employees who retire under the provisions of the retirement system or those who terminate their employment prior to July 1st in each year, shall receive a prorated amount by dividing the member's food reimbursement by one-twelfth (1/12) of said sum for each month employed after July 1st of each calendar year.

ARTICLE 12
VACATION

Section 1. All employees (excluding the Fire Marshal) hired prior to July 1, 2011, shall earn vacation hours with pay in accordance with the following schedule. In order to be eligible for vacation credit, an employee must be on the payroll for at least one-half of his regularly assigned work days during the year for which it is earned.

On the anniversary of their date of hire, employees (excluding the Fire Marshal) are permitted a maximum accumulation of unused vacation hours as set forth below. Any unused vacation time in excess of this amount shall be forfeited.

<u>Years of Service Completed¹</u>	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
1 year	96.0	192.0
2 – 9 years	168.0	336.0
10-14	240.0	480.0
15-22	312.0	624.0
23-24	336.0	672.0
25 and above	360.0	720.0

On the anniversary of his/her date of hire, the Fire Marshal is permitted a maximum accumulation of unused vacation hours as set forth below. Any unused vacation time in

¹ Determined on an employee's anniversary date.

excess of this amount shall be forfeited.

<u>Years of Service Completed¹</u>	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
Less than 10 years	128.0	256.0
Ten or more years	168.0	336.0

Section 2. Excluding the Fire Marshal, all employees hired on or after July 1, 2011, shall earn vacation hours with pay in accordance with the following schedule. In order to be eligible for vacation credit, an employee must be on the payroll for at least one-half of his regularly assigned work days during the year for which it is earned.

<u>Years of Service Completed¹</u>	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
6 months	72.0	72.0
12 months	96.0	168.0
2-7 years	168.0	336.0
8-9 years	192.0	384.0
10-11	216.0	432.0
12-14	240.0	480.0
15-24	264.0	528.0
25 and above	288.0	576.0

Section 3. Employees shall designate their preferred vacation periods in November of each year. Selection shall be for the following calendar year. Selection shall be based on seniority in the Department. Each "platoon" will select independently of the other and each employee will be afforded only one (1) selection at a time. Employees who will have an anniversary date in the next calendar year entitling said employee to a greater number of vacation periods shall select said vacation periods, in November preceding said anniversary. It is the intent of this Section to preserve the existing method for determining the order of selection of vacations.

In years in which the Biennial Convention of the International Association of Fire Fighters and the Michigan Professional Fire Fighters Association are held, delegates from the Association whose names have been submitted to the Fire Commander (or his designee) shall be allowed to designate these periods off prior to the November vacation selection.

Section 4. After vacation selection as outlined in this Article, employees shall have the right to use vacation days one day at a time, in increments equal to their standard work day. In addition members shall have the right to use up to three (3) vacation days one day at a time, in increments equal to one-half of their standard work day.

¹ Determined on an employee's anniversary date.

Section 5. In the event employment is terminated prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the ratio that the number of weeks from the last anniversary date bears to fifty-two (52) payable forthwith at his or her then prevailing rate of pay.

Section 6. An employee shall not be entitled to both vacation pay and overtime pay for the same work day.

Section 7. All employees hired after July 1, 2021 shall no longer be allowed to go into the negative with their vacation hours. Employees hired prior to this date will be allowed to continue the current practice of going into negative vacation hours but shall not have a negative balance on January 1st of each year of the contract.

ARTICLE 13 HOLIDAYS

Subject to the terms and conditions herein provided, all employees (excluding the Fire Marshal) shall be paid for the holidays listed below in an annual lump sum payment. Such payment shall be in the amount of 156.0 hours at the forty (40) hour rate for the period of June 1 – May 31. In the event that the City of Monroe officially recognizes any additional holiday, the members covered will be paid an additional 12 hours for each official holiday observed by the City:

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

The above holidays are recognized as paid non-work days for the Fire Marshal.

In order to be eligible for holiday pay an employee must work his last scheduled work day before the holiday and the next scheduled work day after the holiday, or the day of the observance of the holiday, unless on an approved vacation, approved personal day, Kelly day, disability leave, extended sick leave, bereavement or excused day. The Director of Public Safety (or his designee) may require a physician's certificate in those instances when an employee is ill or injured. Failure to do so will result in a loss of holiday pay.

An employee shall not be entitled to both holiday pay and sick pay for the same holiday not worked. Holiday pay for the calendar year shall be paid once each year before June 30th.

An employee who has been on layoff more than ten (10) days or who is on an unpaid leave of absence at the time such a holiday occurs, will not be paid for that holiday.

ARTICLE I4 LEAVES OF ABSENCE

Section 1. Sick Leave. Excluding the Fire Marshal, employees hired prior to July 1, 2011, shall earn twenty-four (24) hours of paid sick leave per month, commencing with each employee's first full work day. Such employees shall be allowed to accrue unused sick time up to a maximum of twenty-four hundred (2,400) hours. The Fire Marshal shall earn eight (8) hours of paid sick leave per month up to a maximum accrual of 800 hours.

Employees hired on or after July 1, 2011, shall earn twelve (12) hours of paid sick leave per month, commencing with each employee's first full work day. Such employees shall be allowed to accrue unused sick time up to a maximum of one thousand (1,000) hours. Effective January 1, 2023, all employees shall be allowed to accrue unused sick time up to a maximum of one thousand four hundred and forty (1,440) hours.

Unpaid time lost by an employee shall not be considered in computing earned credits for sick leave. Except as otherwise provided in this Agreement, all paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. In order to be eligible for sick leave credit, an employee must be on the payroll for at least one-half of his regularly assigned work days during the month for which it is earned.

Employees shall be entitled to an annual bonus payment for unused sick leave credited to the employee for the preceding calendar year. Effective, January 1, 2018, the number of sick hours to be paid with the annual bonus payment shall be calculated by subtracting the number of sick hours used during the preceding calendar year from the number of sick hours credited to the employee during the preceding calendar year and then dividing that number of hours by two (2). Excluding the Fire Marshal, the number of hours calculated will be paid out at the employee's fifty-four (54) hour rate. For the Fire Marshal, the number of hours calculated will be paid out at the forty (40) hour rate.

Except as hereinafter provided, such payment shall be made for the preceding calendar year in January of each year, using each eligible employee's rate of pay as of December 31st of the preceding calendar year.

Sick leave may be used in case of actual illness or disability, with the exception of absences due to the use of narcotics or intoxicants (unless medically prescribed), misconduct or any illness or injury incurred while gainfully self-employed or employed by another Employer. Sick leave may be used in ½ shift increments, 7:30 a.m. to 7:30 p.m.

and 7:30 p.m. to 7:30 a.m. Employees who become sick during their regular shift shall be charged sick leave for their total period of absence from work. Employees who call in sick prior to the commencement of their shift and who later recover may, upon two hours advance notice to the Fire Commander (or his designee), report to work for the second half of their shift. Similarly, employees who become sick during the first half of their shift necessitating their leaving work and who later recover, may report for work for the second half of their shift, upon two hours advance notice to the Fire Commander (or his designee). However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had he not been on sick leave. Sick leave shall not be charged for absences due to on-the-job injuries covered by worker's compensation.

Any employee who becomes ill and is unable to report to work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty no later than one (1) hour before the starting time of his particular shift on the first day of his absence and daily thereafter if not hospitalized or sick leave pay will not be allowed.

A certificate from a doctor or physician may be required as evidence of illness or disability, and ability to return to work, if the employee's period of absence exceeds two (2) days. Notwithstanding the duration of an employee's period of absence, the Employer shall further have the option, at its own expense, to seek an independent medical examination of the employee certifying the employee's illness or injury and/or the employee's fitness for duty. Abuse of sick leave or falsification of illness or disability will result in disciplinary action up to and including discharge.

If the employee so elects, after all accrued sick leave is used, vacation and personal leave may be used as sick leave benefits. When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed two (2) years or the total amount of his seniority, whichever is less. If, at the end of that time, the employee is still unable to return to work his employment shall be terminated.

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 payable biweekly in accordance with the Employer's normal biweekly pay cycle and calculated at forty-percent (40%) of the employee's biweekly base salary. In order to be eligible for this benefit, the individual must be a regular full-time employee with one (1) year of service.

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 ("MWDCA").

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 continue to accrue vacation and sick leave hours on the same basis as active duty employees for a period not to exceed one (1) year from the date of illness or injury.

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. An employee's sick leave will not be charged for this time. (Note: After fourteen (14) days continuous absence, the MWDCA will reimburse the employee at the standard workers' compensation rate for the first week's absence previously paid by the Employer. Upon receipt of such payment, the employee shall immediately reimburse the Employer.)

After seven (7) calendar days, payment of the employee shall be governed by the regulations of the MWDCA; provided, however, for the first twelve (12) months of duty disability leave, the Employer shall also pay the employee bi-weekly the difference between the payment received under the MWDCA 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 MWDCA and his normal bi-weekly pay (exclusive of shift differential and other work premiums), until the employee's accrued sick leave is exhausted.

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 within the Fire Department, which the employee is capable of performing, the employee shall report to their regular shift 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 MWDCA.

Section 3. Family and Medical Leave. The City 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. Further, employees may elect to utilize any accrued unused sick leave, vacation, and personal leave benefits while on an FMLA leave.

Section 4. Emergency Leave. An employee whose spouse, child, parent, grandchild, grandparent, sibling or parent-in-law is admitted to a hospital with a condition classified as "serious," may be granted a leave of absence with pay for a period not to exceed three (3) work days (72 hours/all employees other than the Fire Marshal;24 hours/Fire Marshal) upon the approval of the Director of Public Safety or Fire Commander. The Director of Public Safety or Fire Commander may also approve a paid leave of absence for a period not to exceed one (1) work day (24 hours/all employees other than the Fire Marshal;8 hours/Fire Marshal) upon an admission to a hospital of a sibling of the employee's spouse under the circumstances above-described. Emergency Leave shall be in addition to other types of leave to which an employee is entitled.

Section 5. Personal Leave. Employees hired prior to July 1, 2011, shall be granted three (3) personal leave days (72 hours/all employees other than the Fire Marshal; 24 hours/Fire Marshal) per calendar year, such days to be used as vacation days. (Employees hired on or after July 1, 2011, shall be granted two (2) personal leave days (48 hours/all employees other than the Fire Marshal; 16 hours/Fire Marshal) per calendar year.) Personal leave days shall not be chargeable to either accumulated sick leave or accumulated vacation days. In order to use such personal leave days, requests must be made to the Fire Commander at least twenty-four (24) hours in advance of the expected leave day. Exceptions to the above may be made in cases of bona fide emergencies. Personal leave days will not be granted if they result in an overtime situation. Once the personal leave day is granted, it shall not be rescinded except by the employee. Excluding the Fire Marshal, employees may use one twenty-four (24) hour day in one hour increments. The Fire Marshal may use one eight (8) hour date in one hour increments. Utilization of this day shall conform to the compensatory policy defined in Article 7. Hours of Work and Overtime.

Employees shall not receive paid work time and paid personal leave time for the same hours.

Section 6. Bereavement Leave. In addition to the emergency leave, an employee shall be granted a leave of absence with pay for a period not to exceed three (3) consecutive work days for a death in the immediate family upon recommendation of the immediate supervisor and the approval of the Director of Public Safety (or his designee), provided the notification is prior to the date of the funeral. Should a death in his or her immediate family occur while an employee is on a scheduled vacation leave, he or she shall be eligible to receive these benefits provided that he or she notify the City prior to the date of the funeral.

The immediate family shall be defined to include spouse, child, step-child, brother, sister, parent and parent-in-law, grandparents, grandchildren, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law and son-in-law and step-parent.

Emergency Leave and Bereavement Leave shall be in addition to other types of leave to which an employee is entitled.

Section 7. Other Leaves. In addition to those leaves of absence provided above, an employee may request an 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 Director of Public Safety (or his designee), with a copy to the Human Resources Director . All leave requests, including extensions, require advance written approval of the Director of Public Safety (or his designee).

Employees on an approved leave shall not be engaged in work. Failure to comply with this provision shall result in the employee's termination and the loss of all seniority rights.

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

Section 8. Jury Duty. An employee who is summoned for jury duty will be paid the straight-time hourly wage he would otherwise have earned, exclusive of premium, while serving on jury duty. Jury duty fees received by the employee shall be turned over to the Employer (excluding mileage).

ARTICLE 15 HEALTH, DENTAL, LIFE, AND VISION BENEFITS

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

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

A. Employees Hired Prior to August 15, 2011. Regular full-time employee hired prior to August 15, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PPO Plan (See Appendix G-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 family². Employees selecting this Plan option shall be required to contribute 13% of the illustrated premium cost of such coverage. Employees selecting this health care coverage shall also be required

² Eligible participants include the employee, the employee's legal spouse, and the employee's children to the end of the month in which they turn age 26 if they meet the requirements as defined and provided for in the respective plan documents.

to pay 13% of the illustrated cost of dental coverage as referenced in Section 3 of this Article. Effective January 1, 2014, employees shall be required to contribute 16% of the illustrated premium cost of such health and dental coverage. 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) PP0 Plan (See Appendix G-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 family³.

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.)

- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible (See Appendix G-3). Except as above provided, after payment of the applicable in-network deductible in each calendar year—the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. Except as above provided, after payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all

³ Eligible participants include the employee, the employee's legal spouse, and the employee's children to the end of the month in which they turn age 26 if they meet the requirements as defined and provided for in the respective plan documents.

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,⁴ 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 referenced 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 or 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.

⁴ Eligible participants include the employee, the employee's legal spouse, and the employee's children to the end of the month in which they turn age 26 if they meet the requirements as defined and provided for in the respective plan documents.

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.

B. Employees Hired On Or After August 15, 2011. Each regular full-time employee hired on or after August 15, 2011, who desires health care benefits through the Employer shall be provided the PP0(90/10) Plan or the Flexible Blue PP0 High Deductible Health Care Plan, with a Health Savings Account. The two plans shall be as described in Section 1.1 (A) above with the following exceptions; 1) those employees choosing the PP0 (90/10) Plan shall be required to contribute 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. Those employees choosing the Flexible Blue PP0 High Deductible Health Care Plan, with a Health Savings Account 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 costs as calculated in Section 1.1 A (4). The Employer shall not contribute to the employee's HSA.

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 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 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/her 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 13, Leaves of Absence, Section 3, 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. 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 expressly 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.

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

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

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

1. Employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits provided by the Employer under this Agreement. An employee who expressly waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City, 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 not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,250 payment.
2. An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he/she demonstrates that he/she can no longer receive such benefits from another source.

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

1. Any employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.

2. An employee who waives all health care coverage for only his/her spouse will receive a cash payment of \$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.
3. An employee who has waived all coverage for his/her 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.
4. An employee who has waived health care benefits coverage under the Employer's plan for his spouse and dependent children may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source.

Section 3. Dental Care Benefits. The City shall also provide a dental plan for employees and their dependents. Plan basics include: No deductible plan; 50-50 payment for all classes; \$1,500.00 orthodontics, lifetime maximum; \$800.00 maximum benefit, every contract year.

The following Class I benefits which will be referred to as Class IA, shall be increased to 100% coverage:

- Diagnostic and Preventative Services: Oral Examinations, Cleanings, and Fluoride Solution;
- Emergency Palliative: Temporarily Alleviate Pain and Discomfort; and
- Radiographs: x-ray's.

The remainder of Class I to be Class IB covering: Oral Surgery, Restorative and Endodontics shall remain at 50% coverage.

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

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 4. Term Life and Accidental Death and Dismemberment Benefits. The Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in an amount equal to the employee's base annual salary, rounded up to the nearest \$1,000 to a maximum of \$50,000. The coverage's are doubled in the event of accidental death. Coverage will commence on the employee's 91st calendar day of continuous employment. If there is a conflict between the language in this collective bargaining agreement and the plan documents, the plan documents control.

An employee's group term life and accidental death and dismemberment coverage shall terminate on the date the employee goes on an unpaid leave of absence, terminates, retires or is laid off.

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

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

Section 5. Vision Care Benefits.

Effective August 1, 2022, regular full-time employees (and his eligible dependents⁵) shall be entitled to vision care benefits commencing on their 91st day of continuous employment, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as stated in its plan. If there is a conflict between the language in this collective bargaining agreement and the plan documents, the plan documents control.

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

⁵ Eligible participants include the employee, the employee's legal spouse, and the employee's children to the end of the month in which they turn age 26 if they meet the requirements as defined and provided for in the respective plan documents.

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 an unpaid leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from an unpaid leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

An employee who is on layoff or an unpaid 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 16 RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement.

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

(1) General. Subject to the terms and conditions hereinafter provided, the Employer agrees to maintain the City of Monroe Employees' Defined Benefit Retirement Plan now in effect for all employees covered by this Agreement who were hired on or before June 30, 2008, and are present participants in the Plan.

Employees in the Defined Benefit Plan shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 30.2 years of service.

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

The monthly benefit formula for employees in this Plan who elect to retire shall be 2.65% of the employee's final average compensation multiplied by his years of credited service up to a maximum of 30.2 years of credited service, and capped at 80% of final average compensation. Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his

employment. Final average compensation shall be frozen after 30.2 years of service. Final average compensation shall include :

- base salary (including technological stipend for Fire Marshal);
- longevity pay;
- food reimbursement;
- holiday pay;
- the value of up to 18 unused sick days from the employee's current sick leave bank (such time shall be calculated at the employee's current hourly rate of pay); and
- overtime pay (commencing January 1, 2012, the calculation of final average compensation based on earnings shall not exceed 200 hours times the forty (40) hour rate as of January 1 of that given year).

Except as above provided, final average compensation shall not include any unused vacation, sick leave, and any other payments not expressly referenced above as being included in final average compensation.

(2) Cost of Living Adjustments. An employee participating in this Plan who was hired on or before September 14, 2004, shall also receive an annual three percent (3%) cost-of-living adjustment, commencing on the completion of one year of retirement during which he has been receiving monthly benefits. The post-retirement escalator will also be fixed at 3% for employees hired after September 14, 2004, and prior to July 1, 2008. Cost-of-living adjustments shall not be compounded.

B. Employees Hired On or After July 1, 2008

(1) General. Subject to the terms and conditions hereinafter provided, employees hired on or after July 1, 2008, shall also participate in the City of Monroe Employees' Defined Benefit Retirement Plan now in effect. Such employees shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 37.2 years of service.

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

The monthly benefit for employees hired on or after July 1, 2008, who elect to retire under this Plan, shall be determined by taking the employee's credited service and multiplying it by 2.0% of the employee's final average compensation for the first fifteen (15) years of credited service and 2.25% for each year of credited service thereafter.

Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his employment. Final average compensation shall be frozen after 37.2 years of service and capped at 80%. Final average compensation shall only include base salary.

(2) Cost of Living Adjustments. An employee participating in this Plan hired on or after July 1, 2008, shall also receive an annual cost-of-living adjustment of 2% or the annual rate of increase in the Consumer Price Index (All Items, Urban Consumers as published by the United States Department of Commerce) for the calendar year preceding January 1 on which the COLA would be applied, whichever is lower, commencing on the completion of one year of retirement during which he has been receiving monthly benefits.

Section 2. Retiree Health Care.

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

(1) General. Subject to the requirements hereinafter provided, regular full-time employees hired on or before June 30, 2008, who sever employment for purposes of immediate retirement and, concurrent therewith, commence receiving benefit payments under the City of Monroe Employees' Retirement System referenced in Section 1.A. above, shall be eligible for health care benefits for himself, his spouse and his eligible dependents.⁶

Until the retiree and/or his spouse becomes eligible for Medicare, the healthcare benefit plans to be provided under this provision shall be the same as those the Employer provides its active employees. For each year of credited service⁷ (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree⁸ and, where

⁶"Spouse" means an employee's spouse by legal marriage at the time of the employee's retirement, and provided that the marriage status exists at the time expenses for medical claims under this Agreement are incurred. A retiree who remarries after the effective date of his retirement is not eligible to add a new spouse for healthcare benefits under this Agreement. A spouse who is covered under this Agreement at the time of a retiree's death may continue to participate in the benefits provided under this Agreement as long as the spouse receives the retiree's survivor payments under the Retirement System. If the spouse of a retiree remarries after the retiree's death, his new spouse is not eligible to receive healthcare benefits under this Agreement. "Dependent" means unmarried dependent children to the end of the month in which they turn age 26 if they meet the requirements as defined and provided for in the respective plan documents.

⁷ For purposes of this provision, credited service shall be as defined under the City of Monroe Employees' Defined Benefit Retirement Plan.

⁸ Notwithstanding the foregoing, duty disability retirees (and their eligible spouses) shall be entitled to an Employer contribution in an amount equal to 100% of its share of the illustrated premium cost of coverage under the Health Care Plan selected by the employee if he is disabled by a qualifying action. The eligible spouses of employees who are killed in the line of duty as a result of a qualifying action shall also be entitled to an Employer contribution in an amount equal to 100% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree and, where applicable, his eligible spouse and dependents. A

applicable, his eligible spouse and dependents.⁹ Retirees, and, where applicable, his eligible spouse and dependents shall pay the remaining portion of all costs, if any, of the plan selected. The retiree's and, where applicable, spouse's and dependent's contributions, shall be made through automatic withholding from his monthly pension benefits.

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

When the retiree and his spouse become eligible for Medicare, the Employer may change retiree health care coverage to a Medicare supplement plan, Medicare Advantage plan, or such other Medicare-coordinated coverage, but such coverage shall provide prescription drug benefits comparable to that which the Employer is providing to its active employees¹⁰ The Employer will pay the same percentage share of the cost of such Supplemental and prescription drug benefits for eligible retirees, spouses and dependents as it would have paid for coverage under the health care plan requiring the lowest Employer contribution prior to the retiree and his spouse becoming entitled to Medicare. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits.

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

(2) Enrollment for Retiree Benefits. Enrollment for coverage shall be made on forms provided by and filed with the Employer. In connection with his enrollment

qualifying action shall consist of any activity which results in an employee's death or injury while in the line of duty.

⁹For 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 eligible spouse and dependents) 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 eligible spouse and dependents, whatever may be applicable, under the health care plan requiring the lowest Employer contribution at the time the retiree commenced his retirement. The Employer's minimum contribution on behalf of retirees (including his eligible spouse and dependents) with less than 25 years of credited service shall be determined by multiplying that percentage of premium to which the retiree is entitled based upon his credited service by the illustrated premium cost of coverage for the retiree and his eligible spouse and dependents, whatever may be applicable, under the health care plan requiring the lowest Employer contribution at the time the retiree commenced his retirement.

¹⁰ Retirees and/or their eligible spouses who do not meet the eligibility requirement for Medicare benefits shall continue to receive the health care benefits for which they are otherwise eligible under this Agreement.

for coverage, a retiree shall furnish all pertinent information requested by the Employer including, but not limited, the names, relationships and birth dates of the retiree's spouse and dependents. The Employer may rely upon all such forms and information furnished.

(3) Required Annual Reporting. Each retiree shall annually provide the Employer's Human Resources Department with a signed affidavit indicating whether or not he and his spouse are employed and/or receiving health care benefits through another source. 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 such affidavit, shall forfeit all health care benefits under this Agreement for himself and his spouse and dependents.

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

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

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

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

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

- *non-payment of any required contributions to the Employer;*
- *the death of the retiree or any eligible spouse or dependent(s) of the retiree;*
- *the loss of spouse or dependent status; or*

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

(7) Retiree Health Care Fund. Effective January 1, 2013, employees hired on or before June 30, 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.

B. Employees Hired On or After July 1, 2008

All employees hired on or after July 1, 2008, are expressly excluded from health care coverage provided in Section 2.A. above.

Section 4. MERS Health Care Savings Plan. All employees hired on or after July 1, 2008, shall participate in the MERS Health Care Savings Plan established by the Employer. All covered employees and the Employer shall contribute to the Plan. Employees employed from July 1 and June 30 of each year shall contribute 3% of the average annualized base wages of all regular full-time employees of the City of Monroe, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. The Employer shall contribute an equal amount to the Plan on behalf of each employee concurrent with the employee's contribution. Employee's employed less than a full 12 month period extending from July 1 – June 30 shall make prorated contributions. Such contributions shall be payable during the period of the employees actual employment in biweekly increments equal to 1/26th of the maximum amount subject to contribution by individuals employed the entire 12 month period.

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

Section 5. MERS Retirement Supplement.

(a) Eligibility. The Employer has adopted a Code Section 457(b) deferred compensation plan through the Municipal Employees' Retirement System of Michigan

(the "MERS 457 Plan"). All employees may participate in and voluntarily elect to make elective deferral contributions to the MERS 457 Plan.

(b) Employer Contributions for Employees Hired on or After July 1, 2008. For employees hired on or after July 1, 2008, the Employer will make a matching contribution equal to two percent (2%) of compensation to the MERS 401(a) defined contribution plan based on their voluntary contributions of at least two (2%) of compensation under the MERS 457 Plan effective on and after the ratification of this Agreement. 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 an employee is entitled to a matching contribution equal to two percent (2%) of his or her compensation into the MERS defined contribution plan only when he or she is making salary deferrals equal to at least two percent (2%) of his or her compensation into the 457 Plan.

(c) Employees Hired Prior to July 1, 2008. An employee hired prior to July 1, 2008 voluntarily may contribute to the MERS 457 Plan, but the Employer will not make any employer contributions (matching or otherwise) to the MERS 457 Plan on his or her behalf.

ARTICLE 17 CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. The Employer shall furnish to each member all protective turnout gear (including but not limited to boots, bunker pants, coats, helmets, gloves, flashlights with batteries, and uniforms required by the employer) needed in the course of performing their regular duties upon initial appointment to the Department, and on an as-needed basis thereafter.

Section 2. The Employer shall provide each employee the following uniform items at the time of his initial appointment:

- (1) dress uniform (after one service of service);
- (3) pair navy blue pants;
- (3) polo shirts;
- (1) duty sweatshirt;
- (1) black belt;
- (1) winter coat; and
- (1) pair of boots.

The employee is responsible for the cleaning and replacement of each of these

items throughout his employment, with the exception of those items that are damaged in the course of performing an employee's assigned job duties which will be replaced by the Employer.

Section 3. Employees may launder work uniforms while on duty using the Employer's washer and dryer.

Section 4. The Employer agrees to establish an account from which each employee may charge up to \$650 per year, for dry cleaning, the replacement of any items referenced in Section 2 above that are worn out, lost, misplaced, or stolen, the purchase of uniform accessories, e.g. baseball style caps, t-shirts, gloves, sweatshirts, and shoes that are in compliance with the City's uniform policy.

Section 5. Purchases shall be made from Superior or such other vendor(s) as may be approved from time to time by the City.

Section 6. Upon their termination or retirement, employees shall return to the Employer those clothing items and/or equipment purchased within the last preceding twelve months and furnished to the employee (or otherwise paid for by the Employer).

ARTICLE 18 REDUCTION IN FORCE

If for any reason of economy, it shall be deemed necessary by the City to reduce the number of paid members of the Fire Department, affected members will receive at least sixty (60) days' notice prior to such reduction of force. Prior to the last day worked, said employee will be advised of any accrued monetary benefits payable upon termination. The City of Monroe shall follow the following procedure:

Such removals shall be accomplished by laying-off in numerical order commencing with the last man appointed to the Fire Department, all recent appointees to the Fire Department until such reductions have been accomplished; provided, further, however, that in the event the Fire Department shall again be increased in numbers to the strength existing prior to such reductions of members, the said Firemen laid-off last under the terms of this Act shall be first reinstated before any new appointments to the Fire Department shall be made.

ARTICLE 19 APPOINTMENTS, JOB VACANCIES, AND PROMOTIONS

Section 1. Appointments. The Employer shall make all bargaining unit appointments with sole reference to the merit and fitness of the candidates.

All new hires shall possess all required certifications at the time of appointment or agree, as a condition of employment, to acquire such certifications after their hire on a time table to be determined by the Employer.

Section 2. Job Vacancies. The Employer shall determine if a vacant position is to be filled.

The Employer shall post a notice of a vacant position to be filled, including the resource texts to be used in any required testing. Employees shall be provided not less than thirty (30) days advance notice of any required testing. An employee who is interested in a posted position shall make application for testing at the Human Resources Department at least fourteen (14) calendar days prior to the date scheduled for administration of the test.

Upon receipt of the written test and/or oral interview results, Human Resources will aggregate all of the points awarded the candidate for a total promotional score. A promotional eligibility list shall be created at the completion of the evaluation process. Eligible candidates shall be ranked in descending order from highest to lowest score, rounded to two decimal places. The candidate with more time in grade will prevail. If still tied, the employee with the highest seniority will prevail.

The Employer shall appoint the candidate with the highest total score¹¹.

The eligibility lists shall be in effect for two (2) years from the date it is established. The candidate can choose to pass up the promotion once before being removed from the list.

If no promotional eligibility list for the position exists at the time a vacancy is approved to be filled by the Employer, one will be established as soon as practicable.

Section 3. Promotion to the Position of Mechanic. An applicant must have completed three (3) years' service as a firefighter in the Monroe Fire Department in order to be eligible for promotion to Fire Mechanic. The successful candidate shall serve a one (1) year probationary period. Promotions will be determined in order of length of service within the bargaining unit, the employee with the longest service being first on the list.

Employees promoted to the position of Mechanic shall be paid an additional \$1.00 per hour above the base rate of a firefighter.

During the term of the parties Agreement, the Employer agrees to maintain one mechanic per shift.

Section 4. Promotion to the Position of Lieutenant. An applicant must have completed five (5) years' service as a firefighter in the Monroe Fire Department in order to be eligible to take the promotional examination. In the event that no one passes the examination with a minimum score of 70% or there is no qualified candidates or not

¹¹ Applicants may appeal alleged errors in the computation of points or the assessments of their performance by the Commander and/or Director of Public Safety within five (5) days of receipt of notice of said assessments. Such appeals shall be submitted to the Director of Human Resources and City Manager whose determination shall be final and binding on all parties.

enough eligible candidates to fill the vacancies, the eligibility to test will be opened up to non-probationary candidates with less than 5 years' service. The successful candidate shall serve a one (1) year probationary period. Promotion will be determined on the following basis:

A. Written Test and Oral Interview (60% of the employee's total promotional score will be based upon the results of his written test and oral interview; provided, however, an employee who fails to achieve a minimum score of 70% on the written test shall automatically be disqualified from further consideration for promotion)

- Written Test (45% of the employee's total promotional score will be based upon the results of his written test)

Promotional tests shall consist of 100 questions of a uniform style. Questions will be formulated from one or more related source texts. Tests shall be prepared and administered by a third party testing company.

An applicant may review his scored test after the testing company presents the test results to the Employer. If an applicant chooses to challenge a question from the test, he must put that request in writing to Human Resources Department and the testing company within five (5) days of his receipt of notice of test results from the Employer. The Employer may also challenge the correctness of any question and its answer. If a question is determined by the testing company to be defective, all tests will be rescored and credit given to all candidates for that question.

- Oral Interview (15% of the employee's total promotional score will be based upon the results of his oral interview)

Oral interviews will be scheduled by the Director of Public Safety and the Director of Human Resources. Oral interviews will be administered by a Board consisting of trained and unbiased evaluators. All applicants will be interviewed by the same evaluators. Scores will be determined by a specific point process to be determined by the Board. Employees who fail to achieve a minimum score of 70% on the oral interview shall automatically be disqualified from further consideration for promotion.

B. Experience and Education (20% of the employee's total promotional score will be based upon the employee's experience and education)

- Experience Employees will be awarded one percent (1%) for each full year of service as a City of Monroe firefighter up to a maximum of ten (10) years of service.

- Education Employees will be awarded up to ten percent (10%) based upon the highest academic degree attained as follows:
 - Four percent (4%) for an Associate Degree.
 - Six percent (6%) for the Fire Officer I & II certification.
- C. Assessment of the Fire Commander (10% of the employee's total promotional score will be based upon the Fire Commander's assessment of the employee's preparedness for promotion)
- The Fire Commander may award each candidate from 0% to 10% based upon his subjective assessment of the employee's performance including, but not limited to, his review of the employee's discipline (including written verbal warnings) and attendance record for the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.
 - The assessment of the Fire Commander shall be developed, sealed in an envelope, and forwarded to the Human Resources Department prior to the administration of the written test as referenced in Section A above.
- D. Assessment of Director of Public Safety (10% of the employee's total promotional score will be based upon the Director's assessment of the employee's preparedness for promotion)
- The Director of Public Safety may award each candidate from 0% to 10% based upon his subjective assessment of the employee's performance including, but not limited to, his review of the employee's discipline (including written verbal warnings) and attendance record for the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.
 - The assessment of the Director of Public Safety shall be developed, sealed in an envelope, and forwarded to the Human Resources Department prior to the administration of the written test as referenced in Section A above.

Section 5. Promotion to the position of Captain. An applicant must have completed five (5) years' service as a Lieutenant in the Monroe Fire Department in order to be eligible to take the promotional examination. In the event that no one successfully passes the Assessment Center with a minimum score of 70% or there are no qualified candidates or not enough candidates to fill the vacancies, the eligibility to test will be opened up to non-probationary candidates with less than 5 years' service as a Lieutenant.

The successful candidate shall serve a one (1) year probationary period. Promotion will be determined on the following basis:

A. Assessment Center (55% of the employee's total promotional score will be based upon the results of his Assessment Center)

Oral interviews will be administered by a Board consisting of trained and unbiased evaluators. All applicants will be interviewed by the same evaluators. Scores will be determined by a specific point process to be determined by the Board. Employees who fail to achieve a minimum score of 70% shall automatically be disqualified from further consideration for promotion.

B. Experience and Education (25% of the employee's total promotional score will be based upon the employee's experience and education)

- Experience Employees will be awarded one percent (1%) for each full year of service up to a maximum of fifteen (15) years of service.
- Education Employees will be awarded up to ten percent (10%) based upon the highest academic degree attained as follows:
 - Three percent (3%) for an Associate Degree or Staff & Command.
 - Five percent (5%) for a Bachelor's Degree or higher.
 - Five percent (5%) for Fire Officer I & II certification.

C. Assessment of the Fire Commander (10% of the employee's total promotional score will be based upon the responsible shift Commander's assessment of the employee's preparedness for promotion)

- The Fire Commander may award each candidate from 0% to 10% based upon his subjective assessment of the employee's performance including, but not limited to, his review of the employee's discipline (including written verbal warnings) and attendance record for the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.
- The assessment of the Fire Commander shall be developed, sealed in an envelope, and forwarded to the Human Resources Department prior to the administration of the oral interview as referenced in Section A above.

D. Assessment of Director of Public Safety (10% of the employee's total promotional score will be based upon the Director's assessment of the employee's preparedness for promotion).

- The Director of Public Safety may award each candidate from 0% to 10% based upon his subjective assessment of the employee's performance including, but not limited to, his review of the employee's discipline (including written verbal warnings) and attendance record for

the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.

- The assessment of the Director of Public Safety shall be developed, sealed in an envelope, and forwarded to the Human Resources Department prior to the administration of the oral interview as referenced in Section A above.

Section 6. Promotion to the position of Fire Marshal. An applicant must have completed five (5) years' service as a Firefighter in the Monroe Fire Department in order to be eligible to take the promotional examination.

In the event that no one successfully passes the Assessment Center with a minimum score of 70% or there are no qualified candidates or not enough candidates to fill the vacancies, the eligibility to test will be opened up to non-probationary candidates with less than 5 years' service.

The Employer reserves the right to hire from outside the bargaining unit if, no one successfully passes the Assessment Center or no bids are received from qualified employees in the bargaining unit.

The successful candidate shall serve a one (1) year probationary period. Qualifications for promotion will be determined on the following basis:

- A. Assessment Center (55% of the employee's total promotional score will be based upon the results of his Assessment Center) will be administered by a Board consisting of trained and unbiased evaluators. All applicants will be interviewed by the same evaluators. Scores will be determined by a specific point process to be determined by the Board. Employees who fail to achieve a minimum score of 70% shall automatically be disqualified from further consideration for promotion.
- B. Experience and Education (25% of the employee's total promotional score will be based upon the employee's experience and education)
 - Experience Employees will be awarded one percent (1%) for each full year of service up to a maximum of fifteen (15) years of service.
 - Education Employees will be awarded up to ten percent (10%) based upon the highest academic degree attained as follows:
 - Two percent (2%) for an Associate Degree.
 - Four percent (4%) for a Bachelor's Degree or higher.
 - Two percent (2%) for Fire Inspector I and II certification.
 - Two percent (2%) for Plan Examiner certification.

- Three percent (3%) for MSP Basic or NFA Fire Investigation certification.

C. Assessment of the Fire Commander (10% of the employee's total promotional score will be based upon the Fire Commander's assessment of the employee's preparedness for promotion)

- The Fire Commander may award each candidate from 0% to 10% based upon his subjective assessment of the employee's performance including, but not limited to, his review of the employee's discipline (including written verbal warnings) and attendance record for the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.
- The assessment of the Fire Commander shall be developed, sealed in an envelope, and forwarded to the Human Resources Department prior to the administration of the oral interview as referenced in Section A above.

D. Assessment of Director of Public Safety (10% of the employee's total promotional score will be based upon the Director's assessment of the employee's preparedness for promotion).

- The Director of Public Safety may award each candidate from 0% to 10% based upon his subjective assessment of the employee's performance including, but not limited to, his review of the employee's discipline (including written verbal warnings) and attendance record for the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.
- The assessment of the Director of Public Safety shall be developed, sealed in an envelope, and forwarded to the Human Resources Department prior to the administration of the oral interview as referenced in Section A above.

Section 7. Fire Marshal Annual Technology Stipend. Effective July 31, 2023, the Fire Marshal shall be eligible for an hourly rate increase that will be added to his base salary should he meet the requirements provided below.

The Fire Marshal shall only be eligible for one (1) level of Technological Stipend (e.g. Level I, Level II, Level III) each year. Licensure, certification, and membership fees shall be paid by the Employer.

- Level I (\$1.00 hourly increase)
Requirements to receive a Level 1 Technological Stipend:

1. Is NFPA Inspector I certified.
 2. Plans Examiner certified.
 3. Stays abreast of current trends and technologies with respect to Fire Investigation.
- Level II (\$1.50 hourly increase)
Requirements to receive a Level 2 Technological Stipend:
 1. Meets Fire Marshal Level I requirements, attends and completes at least 24 hours Arson investigation / Inspector classes or seminars annually.
 2. Is an Arson Investigator certified by Michigan State Police ProBoard or thru the Nation Fire Academy (NFA).
 3. Current member of the International Association of Arson Investigators Michigan Chapter.
 - Level III (\$2.00 hourly increase)
Requirements to receive a Level 3 Technological Stipend:
 1. Meets Fire Marshal Level I & II requirements, attends and completes at least 32 hours of Arson investigation / Inspector classes or seminars annually.
 2. Is NFPA Inspector II certified.
 3. Has attended NFA, Staff and Command, or a similar Fire Administrative school of higher learning approved by the Director of Public Safety.
 4. Stays abreast of the National Incident System and Homeland Security issues with respect to Prevention and Investigation.

Section 8. Temporary appointments may be made by the Employer. In the event that a position is to be filled and no current eligibility list is available, it shall be filled in the following manner:

- A. The senior most person in grade, below the position to be filled, will be offered the position with full rights of refusal. In the event of such refusal, the next senior person(s) in grade will be offered the position until it is filled.
- B. Temporary positions may be made fifteen (15) days after the positions are vacated and shall be for a period of no more than (6) six months or until a permanent appointment can be made, whichever occurs first.

Section 9. Voluntary Reduction in Grade. When an employee volunteers for a reduction in grade, the employee would forfeit all benefits of their previously held position and assume the benefits of their newly assumed position including, but not limited to; wages, promotional opportunities, duties, and responsibilities. In the event that there is an excess of people in a position at the level of reduction requested, the employee would

assume the next lower grade. However, this would only be done after the vacated position is filled through the promotion process. The intent is that you cannot bump a person below you, but must fill a vacancy created by your regress in rank.

Section 10. Involuntary Reduction in Grade.

In the event of an involuntary reduction in grade, the employee shall have the right to fill the next vacancy in their previously held position. Said employee shall also maintain their seniority rights and accrued benefits. Should the involuntary grade reduction be through disciplinary action, the procedures in this provision will apply.

ARTICLE 20

APPOINTMENTS TO THE POSITIONS OF FIRE COMMANDER, POLICE
COMMANDER, ADMINISTRATIVE COMMANDER, AND DIRECTOR OF PUBLIC
SAFETY DIRECTOR

It is recognized that many changes have occurred over the years in the police, fire, and public safety professions, and that the City must ensure all appointees to the positions of Fire Commander, Police Commander, Administrative Commander (hereafter collectively "Commander"), and Public Safety Director are fully prepared and qualified to confront the challenges of this ever changing environment. Therefore, it is agreed that the City shall have full and absolute discretion with regard to all matters pertaining to the non-bargaining unit positions of Commander and Director of Public Safety, it being recognized and agreed that such positions may be filled at such time and pursuant to such process and criteria as the City Council may determine from time to time to be appropriate (including, but not limited to, all matters with regard to the appointment, assignment, and termination of personnel assigned to those positions), notwithstanding any provisions of the parties' collective bargaining agreement, the City Charter, Ordinance, Act 78 or any other provisions relating to Civil Service, the City of Monroe Civil Service Manual, and any policies, rules, regulations, and directives of the Monroe Civil Service Commission, to the contrary.

Captains, Lieutenants, and Fire Marshal within the bargaining unit shall be given first consideration in applying for the vacant Fire Commander position. The Director will consider the appointment based on the applicant meeting the qualifications (which shall include but not limited to Firefighter I & II certifications, Fire Officer I & II certifications and Paramedic License certifications), past performance, demonstrated leadership capabilities, communication skills, and demonstrated interpersonal skills working with subordinates, employees throughout the City organization, outside public safety service agencies, and the general public. The Director shall have the discretion to conduct an assessment center and/or personal interview(s). If the Director determines that none of the internal applicants meet the conditions to serve effectively as the fire commander, the director shall seek a qualified candidate from outside the department who meets the qualifications as outlined in the job description and as referenced above and possesses the necessary skills.

An employee who is transferred out of the bargaining unit shall have the right to voluntarily return to his previous rank within 90 calendar days from the date of the promotion, unless the employee is under investigation for an offense that could constitute just cause for his suspension or discharge or has been suspended or discharged for just cause.

In the event the employee is permanently appointed to the position of Fire Commander, accrued seniority shall be frozen effective the first date worked in the position of Fire Commander. In the event of demotion, either voluntary or involuntary, the employee shall be returned to senior firefighter on step 6 of the wage scale with their previous accrued seniority.

When an employee volunteers for a reduction in grade, the employee would forfeit all benefits of their previously held position and assume the benefits of their newly assumed position including, but not limited to; wages, promotional opportunities, duties, and responsibilities. Should the involuntary grade reduction be through disciplinary action, the procedures in this provision will apply.

ARTICLE 21 ASSIGNMENTS

Section 1. Shift Vacancies. When a shift vacancy occurs in the firefighting rank, the Fire Commander (or his designee) shall call eligible employees for the position based on seniority. The vacancy will be filled by the most senior employee accepting the vacancy bid. It is understood that this is a voluntary shift transfer. This list will be active until all vacancies are filled due to this posting. In the event that no one bids and it becomes necessary to transfer personnel, the employee having the least department seniority, including new hires, will be transferred. Permanent shift assignment(s) of new hires will not occur until all permanent assignments are completed.

Section 2. Shift Transfers. Whenever a shift transfer takes place, it will be arranged so that the person(s) making the shift change will not be required to work any more days in the month of the transfer than they would have had there been no transfer.

When a shift transfer takes place after the annual time off selection period, the person(s) required to transfer (for any reason) will be allowed to have first opportunity to select any days vacated by the employee who he is replacing, and any days open at the time of the transfer, that do not create an overtime situation. Employees who are promoted and placed on another shift, or involuntarily transferred to another shift by the Fire Commander, may with the approval of the Fire Commander and the Director of Public Safety be allowed to select one (1) vacation cycle and one (1) personal day necessitating overtime.

All department seniority issues not specifically mentioned in the section shall remain unaffected.

Maintenance and inspection personnel shall be afforded the opportunity to use their department seniority and fill the vacancies created in one of the City's satellite fire stations on Saturdays, Sundays and Holidays.

When a shift vacancy occurs, officers on alternate shifts will be offered the opportunity to fill the vacancy of like rank. Officer time in grade shall be utilized to fill the vacancy. Probationary officers moving into a rank will be assigned by the Director of Public Safety (or his designee).

ARTICLE 22
MAINTENANCE OF CONDITIONS

Section 1. Wages, hours and conditions of employment in affect at the execution of this Agreement, and not specifically mentioned herein, shall be maintained during the term of this Agreement.

Section 2. The City will make no unilateral changes in wages, hour and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

Section 3. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

ARTICLE 23
OFF DUTY EMPLOYMENT

Section 1. Prohibition of Off-Duty Employment as a Fire Fighter, Paramedic, or Emergency Medical Technicians. Employees covered by this Agreement are prohibited from performing firefighting duties for any other public entity operating a paid or volunteer fire department other than the City of Monroe except as an employee of the City of Monroe under the terms of the Mutual Aide Agreement. Employees who violate this section may be subject to discipline up to and including discharge.

Section 2. It is specifically recognized that each employee shall not be limited from other gainful employment during their off-duty hours as long as said employment does not affect the performance of their firefighting duties.

ARTICLE 24
GENERAL

Section 1. Training. Except for specific training circumstances, there shall be no training or extra details on Sundays and Holidays. Training will be conducted during reasonable hours and reasonable weather conditions.

Section 2. General Liability Insurance. The City shall provide full insurance protection for all employees indemnifying them from any liability arising out of or in the course of their employment and in the performance of their duties and pay the premiums thereon.

Section 3. Residency.

A. All current and future employees are required to reside within twenty (20) miles of the nearest boundary of the City of Monroe.

B. New hires shall have one (1) year after the employee's probationary period ends to become residents and reside within the residency area designated in subsection A above.

Section 4. Tuition Reimbursement. Employees covered by this Agreement are eligible for Tuition Reimbursement as outlined below. All previous tuition reimbursement programs, forms and conditions will be null and void upon the ratification of the Agreement between the parties.

A. Off-the-Job Training. Employees who desire to pursue education during non-working hours, the following procedures shall apply:

1. The employee must obtain approval from the Director of Public Safety (or his designee) and Director of Human Resources (or designee) well in advance of enrollment in classes, i.e., school. A written request detailing courses or subject areas shall be accompanied by a signed tuition reimbursement agreement form. Upon approval of the curriculum or course of study, notification will be sent to the employee.

2. Education must be obtained at an approved or accredited college, university, secondary school, institute, school, or correspondence course.

3. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:

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.

4. Upon completion of the course or semester, the employee shall then submit an original or copy of his or her official grade(s) along with their tuition receipt of payment to the Human Resources Department. The Human Resources Department will then process the request and the employee will receive reimbursement. In order to receive reimbursement, an employee must complete the class or semester and submit a passing grade. No reimbursement shall be made for withdrawal or dropped classes previously approved.

B. Seminars – Work Related. An employee who attends a fire related seminar or instruction session will suffer no loss in pay for attending such classes. The fees related to registration or enrollment will be paid by the Fire Department. Any additional or reasonable expenses will be reimbursed according to Department or City policy. It is understood that the above costs are subject to budget limitations and with the approval of the Director of Public Safety (or his designee).

C. It is mutually understood and agreed that any employee who voluntarily leaves City employ to take a new position elsewhere shall re-pay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment. (This language in Item C is the basis for the tuition reimbursement from being signed by the employee.)

Section 5. Paramedic Licensure. A Paramedic license meeting the requirements defined by the Monroe County Medical Control Authority shall be a condition of continued employment for all employees. The City shall continue to provide in-house continuing education training classes to maintain licensure in accordance with the Monroe County Medical Control.

Employees must provide evidence of current licensure to the Fire Commander (or his designee) annually and at such other times as requested. All employees are responsible for meeting requirements and maintaining licensure requirements as a Paramedic.

The EMS Instructor Coordinator shall be excused to attend two of the three weekend seminars annually offered by the Michigan Department of Public Health to maintain his/her licensure as EMS Instructor Coordinator. The Public Safety Director (or his designee) shall have the authority to choose the employee to fill the positions of EMS and Fire Instructor Coordinator. The position of EMS Instructor Coordinator shall be a voluntary position. It is further understood that there shall be only one (1) EMS and one (1) Fire Instructor Coordinator. The EMS and Fire Instructor Coordinator shall receive an additional \$0.75 per hour for such periods as they serve as a Coordinator.

In those cases where an employee has lost his license or credentialing for reasons beyond his control, the City shall grant an employee a period of up to thirty (30) days to secure such license and/or credentials. The City will provide remedial training and work with the Monroe County Medical Control to assist with credentialing.

Section 6. Americans With Disabilities Act (ADA). The Association and the Employer recognize that the Americans With Disabilities Act (ADA) requires the Employer to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless such accommodation would impose an undue hardship on the operation of the Employer. In the event that any provision of this Agreement would be violated by such a reasonable accommodation, the Association and the Employer agree to meet and negotiate with respect to that matter only.

Section 7. Super Kelly Days. Effective January 1, 2023, all employees shall be credited with one paid Super Kelly day per year. In order to use such Super Kelly day, requests must be made to the Fire Commander at least twenty-four (24) hours in advance of the expected leave day.

ARTICLE 25
SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

The parties, thereby, shall enter into immediate collective bargaining negotiations upon request either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 26
DURATION

This Agreement shall be effective 7:30 a.m. on the 30th day of August, 2022, and expiring 11:59 p.m. on the 30th day of June, 2026, provided, however, that all the provisions herein shall continue to operate unless notice of the termination or of desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

The parties, in recognition of the fact that vital services are involved, agree that this Contract shall remain in full force and effect until a new contract is negotiated, signed and ratified by the parties hereto.

CITY OF MONROE

MONROE FIREFIGHTERS ASSOCIATION
AFL-CIO, LOCAL 326


Robert E. Clark, Mayor

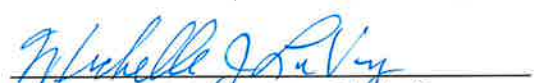

Richard S. Smiley, President


Vincent Pastue, City Manager

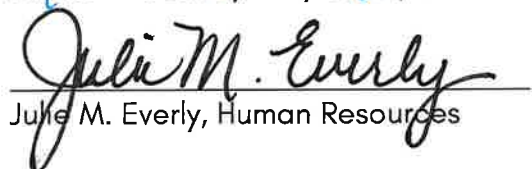

Daniel W. Little, Vice President


Chad J. Tolstedt, Director of Public Safety


Chad M. Hudson, Treasurer


Michelle J. LaVoy, City Clerk/Treasurer


Frank D. Palumbo, Secretary


Julie M. Everly, Human Resources

**APPENDIX A
WAGE SCHEDULE**

Firefighter

		Step 1 Start	Step 2 12 mos.	Step 3 24 mos.	Step 4 36 mos.	Step 5 48 mos.	Step 6 60 mos.
July 1, 2021	Base Hourly Rate Salary*	\$16.59 \$46,584.72	\$18.96 \$53,239.68	\$20.14 \$56,553.12	\$21.33 \$59,894.64	\$22.51 \$63,208.08	\$23.70 \$66,549.60
July 1, 2022	Base Hourly Rate Salary*	\$16.92 \$47,511.36	\$19.34 \$54,306.72	\$20.55 \$57,704.40	\$21.76 \$61,102.08	\$22.97 \$64,499.76	\$24.17 \$67,869.36
July 1, 2023	Base Hourly Rate Salary*	\$17.26 \$48,466.08	\$19.73 \$55,401.84	\$20.96 \$58,855.68	\$22.19 \$62,309.52	\$23.42 \$65,763.36	\$24.66 \$69,245.28
July 1, 2024	Base Hourly Rate Salary*	\$17.61 \$49,448.88	\$20.12 \$56,496.96	\$21.38 \$60,035.04	\$22.64 \$63,573.12	\$23.89 \$67,083.12	\$25.15 \$70,621.20
July 1, 2025	Base Hourly Rate Salary*	\$17.96 \$50,431.68	\$20.52 \$57,620.16	\$21.81 \$61,242.48	\$23.09 \$64,836.72	\$24.37 \$68,430.96	\$25.65 \$72,025.20

*Annualized Salary determined by using a standard work year or 2,808 hours.

**APPENDIX A
WAGE SCHEDULE**

Fire Lieutenant

July 1, 2021	\$73,205.00* (\$26.07)
July 1, 2022	\$74,669.10* (\$26.59)
July 1, 2023	\$76,162.90* (\$27.12)
July 1, 2024	\$77,685.30* (\$27.67)
July 1, 2025	\$79,239.60* (\$28.22)

*Annualized Salary determined by using a standard work year of 2,808 hours.

**APPENDIX A
WAGE SCHEDULE**

Fire Captain

July 1, 2021	\$79,860* (\$28.44)
July 1, 2022	\$81,457* (\$29.01)
July 1, 2023	\$83,086* (\$29.59)
July 1, 2024	\$84,748* (\$30.18)
July 1, 2025	\$86,443* (\$30.78)

*Annualized Salary determined by using a standard work year of 2,808 hours.

**APPENDIX A
WAGE SCHEDULE**

Fire Marshal

July 1, 2021	\$79,860*	(\$38.39)
July 1, 2022	\$81,457*	(\$39.16)
July 1, 2023	\$83,086*	(\$39.95)
July 1, 2024	\$84,748*	(\$40.74)
July 1, 2025	\$86,443*	(\$41.56)

*Annualized Salary determined by using a standard work year of 2,080 hours.

APPENDIX B
LETTER OF UNDERSTANDING
RE: PUBLIC SAFETY – SUPPLEMENTAL ASSISTANCE

It is hereby agreed by and between the City of Monroe, hereafter referred to as the “Employer” and the Monroe Fire Fighters Association, IAFF, Local 326, hereinafter referred to as the Association”, as follows:

1. Having reviewed the Monroe City Council’s action of August 15, 2011, approving the assignment of Public Safety Officers and Public Safety Command Officers (hereinafter collectively referred to as “Public Safety Officers”) to provide supplemental assistance for fire suppression and other hazardous incidents, and recognizing this action as a reasonable exercise of the Employer’s management rights under the parties’ collective bargaining agreement, the Association agrees to withdraw Grievance No. 11-08.
2. The Association further agrees not to institute any grievances, arbitrations, administrative, civil service, or other legal proceedings, of any type or nature, protesting the Employer’s assignment of the Employer’s Police Officers, Lieutenants, Captains or Public Safety Officers to provide supplemental assistance to employees represented by the Association on matters related to fire suppression and other hazardous or emergency incidents, whether or not Police Officers, Police Command Officers, Public Safety Officers or other members of the Employer’s Public Safety Department have traditionally been called on to perform like, similar or related functions.
3. The Association also agrees not to institute any grievances, arbitrations, administrative, civil service, or other legal proceedings, of any type or nature, protesting the Employer’s assignment of the Employer’s Police Officers, Lieutenants, Captains or Public Safety Officers to the Fire Department or elsewhere for purposes of securing Firefighter I and II, First Responder, and other related training.
4. Firefighters shall provide their full cooperation and assistance in the furtherance of a unified and coordinated police and fire public safety response to fires and other emergency or hazardous incidents. In consideration for same and the other terms and conditions of this Agreement, the Employer agrees that for the period July 1, 2021, through and including June 30, 2026, none of the Employer’s current Firefighters and Fire Command Officers shall be laid off or be required to become a Public Safety Officer.
5. In order to maximize on-scene coordination and direction of all firefighters and public safety officers responding to fires and other emergencies, the Employer and the Association agree that for the period July 1, 2021, through and including June 30, 2026, Command Officers from the Fire Department

shall assume unified command of all fire scenes to which firefighters and public safety officers have both been directed. The Employer will issue SOG's on the provision of such supplemental assistance. The Association may request that the Employer meet and confer concerning such SOG's.

6. The Employer agrees that notwithstanding its assignment of Public Safety Officers, off-duty firefighters shall continue to be called back on matters related to fire suppression and other hazardous or emergency related incidents for which they have traditionally been called back for duty.
7. For the period of July 1, 2021, through and including June 30, 2026, firefighters shall be responsible for driving/operating fire department apparatus.
8. For the period of July 1, 2021, through and including June 30, 2026, the Employer agrees that public safety officers shall not be assigned to the Fire Station to serve in the place of regularly scheduled full-time firefighters.

This Letter of Understanding is agreed to by the City and the Association this 30th day of August, 2022.

CITY OF MONROE



Robert E. Clark, Mayor



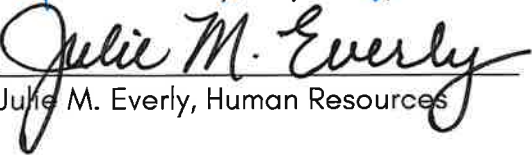
Vincent Pastue, City Manager



Chad J. Tolstedt, Director of Public Safety



Michelle J. LaVoy, City Clerk/Treasurer

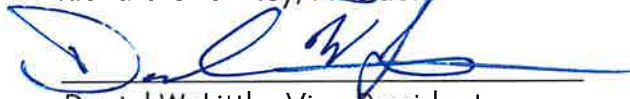


Julie M. Everly, Human Resources

MONROE FIREFIGHTERS ASSOCIATION
AFL-CIO, LOCAL 326



Richard S. Smiley, President



Daniel W. Little, Vice President



Chad M. Hudson, Treasurer



Frank D. Palumbo, Secretary

**APPENDIX C
DUES DEDUCTION AUTHORIZATION**

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

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

Print Name

(Signature)

Date

**APPENDIX D
LETTER OF UNDERSTANDING**

RE: AMERICAN RESCUE PLAN ACT 2021 (ARPA)

It is hereby agreed by and between the City of Monroe (“Employer”) and the Firefighters Association of Michigan (“Association”), as follows:

The Employer and the Association recognize employees covered under this Collective Bargaining Agreement have provided, and continue to provide, essential services to our community during the COVID-19 MIOSHA Emergency Rules. Therefore, in recognition of such service, the City of Monroe shall make four (4) lump-sum premium payments to each employee covered by the parties’ Collective Bargaining Agreement who is actively on the payroll at the time of payment (not to be added to base wages).

- a) Within thirty (30) days after ratification of this Agreement by both parties, the Employer shall make a lump-sum premium payment (not to be added to base wages) to each eligible employee in the amount of Two Thousand Dollars (\$2,000), less required state and federal taxes.
- b) Within thirty (30) days after October 1, 2022, the Employer shall make a lump-sum premium payment (not to be added to base wages) to each eligible employee in the amount of Two Thousand Dollars (\$2,000), less required state and federal taxes.
- c) Within thirty (30) days after October 1, 2023, the Employer shall make a lump-sum premium payment (not to be added to base wages) to each eligible employee in the amount of Two Thousand Dollars (\$2,000), less required state and federal taxes.
- d) Within thirty (30) days after October 1, 2024, the Employer shall make a lump-sum premium payment (not to be added to base wages) to each eligible employee in the amount of Two Thousand Dollars (\$2,000), less required state and federal taxes.
- e) Within thirty (30) days after October 1, 2025, the Employer shall make a lump-sum premium payment (not to be added to base wages) to each eligible employee in the amount of Two Thousand Dollars (\$2,000), less required state and federal taxes.

This Agreement is effective the 30th day of August, 2022.

CITY OF MONROE



Robert E. Clark, Mayor



Vincent Pastue, City Manager



Chad J. Tolstedt, Director of Public Safety



Michelle J. LaVoy, City Clerk/Treasurer

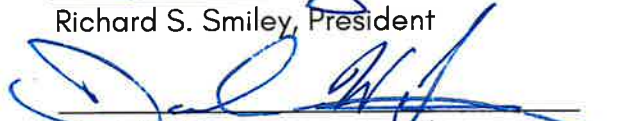


Julie M. Everly, Human Resources

MONROE FIREFIGHTERS ASSOCIATION
AFL-CIO, LOCAL 326



Richard S. Smiley, President



Daniel W. Little, Vice President



Chad M. Hudson, Treasurer



Frank D. Palumbo, Secretary

**APPENDIX E
LETTER OF AGREEMENT**

WHEREAS, the City of Monroe (“Employer”) and the Firefighters Association (“Association”) recognize there is a transition process to the implementation of the Public Safety Operations Plan adopted by the Monroe City Council in July, 2021; and

WHEREAS, a key element of the transition plan involved changing the duties and responsibilities of the Fire Command staff along with compensation for these positions; and

WHEREAS, in December 2021, a number of Fire Command staff accepted early retirement offers which prompted a number of firefighters to accept interim appointments to these Fire Command positions; and

WHEREAS, the Collective Bargaining Agreement dated July 1, 2021 through June 30, 2026 which eliminated the inspector duties for lieutenant and reduced the duties and responsibilities of the Captain and Mechanic positions and altered the compensation relationship with the Lieutenant and Firefighter positions in the bargaining unit; and

WHEREAS, a small number of the employees serving in an interim capacity would receive only a marginal hourly rate increase upon implementation of the collective bargaining agreement.

NOW, therefore it is hereby agreed by and between the City of Monroe (“Employer”) and the Firefighters Association (“Association”), as follows:

Section 1

1. Notwithstanding the parties’ Collective Bargaining Agreement dated July 1, 2021 through June 30, 2026, the following Fire Captain shall have his hourly rate of pay set at the following level effective July 1, 2021:

<u>Name</u>	<u>July 1, 2021 Hourly Rate of Pay</u>
Brent Newsom	\$29.59

2. Thereafter, each July 1 until the CBA expires June 30, 2026, he shall receive a 2% base wage adjustment until such time he transfers out of the bargaining unit or retires, whichever comes first.

Section 2

3. The following employees shall receive the following base hourly wage rate as of July 1, 2022:

Chad Hudson	Lieutenant	\$27.12
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Dan Little	Lieutenant	\$27.12
Joe Bentley	Captain	\$29.59
Scott Smiley	Captain	\$29.59

- Thereafter, each July 1 until the CBA expires June 30, 2026, each shall receive a 2% base wage adjustment until such time he transfers out of the bargaining unit, is promoted, is returned to their prior position before the interim appointment, retires, or whichever comes first.
- The provisions contained in Section 2 shall apply only to the individuals listed in this section.

Section 3

- The Employer and the Union agree that this Letter of Agreement shall not establish a precedent in the future interpretation, application or administration of the parties' collective bargaining agreement.

This Agreement is effective the 30th day of August, 2022.

CITY OF MONROE

MONROE FIREFIGHTERS ASSOCIATION
AFL-CIO, LOCAL 326



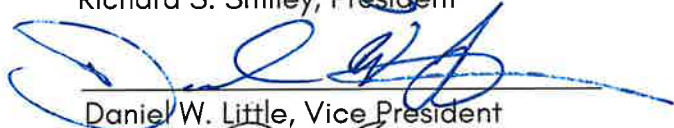
Robert E. Clark, Mayor



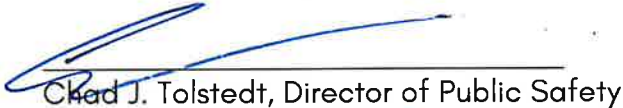
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Chad J. Tolstedt, Director of Public Safety



Chad M. Hudson, Treasurer



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Frank D. Palumbo, Secretary



Julie M. Everly, Human Resources

