

3399

6/30/99



# CONTRACT

BETWEEN  
**COMER UNIT I**  
AND THE  
**CITY OF MONROE,**  
**MICHIGAN**

**JULY 1, 1996 TO JUNE 30, 1999**

*Monroe, City of*

## ARTICLE II

### MANAGEMENT RIGHTS

**Section 1:** As the Employer, the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects and powers or authority which the City has not abridged, delegated or modified by express provisions of this Contract. The rights of the City, through its management officials, shall include but not be limited to the following: Determine the organization of each department; determine the purpose of each of its service areas; exercise control and discretion over the organization and efficiency of operations; set standards for services to the public; direct the employees, including the right to assign work and overtime; hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City; suspend, demote, discharge or take other disciplinary actions against the employees for proper cause; increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees; reallocate positions to higher or lower classifications; determine the locations, methods, means and personnel by which operations are to be conducted; establish, modify, combine or abolish job classifications, and change or eliminate existing methods, equipment or facilities.

**Section 2:** It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification provided that any employee who is reassigned shall be given the option of returning to his prior position when it 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 and specifically including the provision for safe and properly maintained vehicles where and when required. The Association and the City agree that they will cooperate in encouraging and enforcing the safety and health standards.

**Section 4:** It is agreed that the foregoing sections are subject to all other provisions of this Contract which limit or qualify the foregoing, and that the foregoing rights and prerogatives of the City shall not be exercised in a manner violative of any other provisions of this Contract.

## ARTICLE III

### HOURS OF WORK

This article is intended ONLY to define the normal hours of work and provide the basis for the calculation of overtime.

#### Section 1: Work Week

- A. Employees covered by this Contract work thirty-seven and one-half (37½) hours per week in a regular work week of five (5) days.
- B. The first shift shall commence between the hours of 6 a.m. and 9 a.m.; the second shift shall commence between the hours of 1 p.m. and 5 p.m.
- C. The City retains the right to establish and maintain a second and third shift. Employees within a department may exchange shifts with the approval of their immediate supervisor.

#### Section 2: Overtime

- A. When an employee works more than seven and one-half (7½) hours in one (1) day or thirty-seven and one-half (37½) hours in a regularly scheduled work week of five (5) days, he shall receive one and one-half (1½) times his hourly rate for each hour of overtime worked or fraction thereof computed. For overtime computation and for the purpose of docking pay, increments of eight (8) minutes will constitute one-fourth (¼) of an hour. This does not constitute a grace period for the start of a work day. An employee will be disciplined for tardiness.
- B. Employees shall not normally be required to work overtime, but when overtime is required it shall be offered first to permanent full-time employees. They shall be notified in the following manner:
  - 1. By noon on the day scheduled during the work week.

2. By noon on Thursday, if required to work on a weekend.
3. Scheduled overtime does not qualify for call-in pay.
4. There shall be no pyramiding of overtime.

**B.** If an employee works on a Holiday, he shall receive one and one-half (1½) times his hourly rate in addition to his Holiday pay. The total shall be no greater than two and one-half (2½) times his hourly rate for the seven and one-half (7½) hours of pay for the Holiday.

**C.** If an employee is on approved paid leave, such leave shall be considered as time worked when computing overtime hours.

**D.** If an employee is called in for work, he shall receive a minimum of two (2) hours overtime pay.

**E.** An employee who works on Sunday will be paid at a rate two (2) times his regular rate for hours worked. This excludes those on a seven (7) day schedule or those on standby.

**F.** Any employee who abuses the overtime rate provided herein by working overtime hours and then losing regularly scheduled time by coming in late or non-excused absence during the same pay period shall be subject to discipline.

**G.** Compensation shall not be paid more than once for the same hours (non-pyramiding) under any provisions of this Contract.

**H.** An employee working in a seven (7) day, twenty-four (24) hour operation shall be paid one and one-half (1½) times his hourly rate for all hours worked on the first regular scheduled day off; two (2) times his hourly rate for all hours worked on the second regular scheduled day off. In the event that an employee is called to work on his second scheduled day off after having not worked (because of his refusal to work) his first scheduled day off, he shall receive premium pay

at only one and one-half (1½) times his regular hourly rate.

I. All paid overtime must be authorized by the department head.

## ARTICLE IV

### JOB CLASSIFICATIONS

#### Section 1: Temporary Assignments

A. When an employee is assigned to fill a higher classification for more than one day during the absence of a fellow employee, he shall receive an additional five percent (5%) over his current rate of pay. The additional five percent (5%) will only apply to hours actually worked and will not apply to leave time, vacation or holidays. The additional five percent (5%) shall apply to the first ten (10) consecutive work days.

***If an employee remains at the temporary assignment beyond ten (10) working days, the employee shall be paid in the pay grade and step of the person he is replacing or continue five percent (5%) whichever is greater. This rate is to continue for a maximum of three (3) months, at which time it will be reviewed by the City and the Association and an extension can be granted by mutual agreement.***

B. The order of replacement for Unit I classification replacement shall be with Unit I personnel first, if they are qualified; then the City can promote from Teamster rank, if they are qualified; and lastly from other sources available to the City.

In the event the City promotes Teamster personnel, they shall be paid no more than the pay grade of the position (classification) they are replacing, subject to the five percent (5%) rule. The Association shall be notified in advance of such changes.

C. When it is necessary for a "supervisory employee" to supervise two (2) distinct departmental operations as ordered by the department head they, too, shall receive a five percent (5%) pay

adjustment. The order for such a move must be in writing and countersigned by the City Manager.

**Section 2: Job Descriptions** - A copy of all job descriptions for those classifications covered by this Contract shall be kept by the Personnel Department. Copies of those same job descriptions shall be provided to the president of the Association. Employees may review their job descriptions by making a request to the Personnel Department through their immediate supervisor.

**Section 3: Promotions and Position Changes**

A. A vacancy exists when an employee loses seniority as set forth in Section 6, Subsection G of this Article, an employee vacates position to accept another within the City, or if a new position is established within the bargaining unit. The City will notify the Association in writing of its intentions. To fill such a vacancy the following procedure shall apply:

1. The position shall be posted on the Association bulletin board and through each department within thirty (30) days following the vacancy, for a period of five (5) working days. The posting shall contain specific information and qualifications along with a starting rate of pay. Qualifications may not be arbitrary.
2. Employees eligible and interested shall sign the posting list in the Personnel Department.
3. The Association will be provided with a list of those employees who responded.
4. Examination for positions will be conducted through the Personnel Department. An examination will be provided by the Michigan Municipal League, or other outside source, to establish an eligibility list. The employees who meet the minimum requirements as determined by the Personnel Department shall be tested for the position. Upon



establishment of the eligibility list, the Unit I employee with the highest seniority who passes the test and has met the minimum qualifications as outlined in the job description shall be awarded the position.

a. When no test is available, evaluation of eligible employees for the position shall be conducted through the Personnel Department with the following factors applying: education, training, experience, aptitude, seniority, and other criteria that may be required to meet the minimum qualifications as outlined in the job descriptions.

5. The employee who is chosen to fill the vacancy by the City will be offered the position in writing. The employee will occupy the position within thirty (30) days.

6. An employee may waive the offer of the position without prejudice, but must do so in writing.

7. If no employee applies or meets the qualifications, the City will make the position available to the public with the same qualifications.

**8. When the position is filled by an employee currently in a lower classification grade, the employee shall be placed in the step of the new classification grade which guarantees a raise of at least \$0.25. If the employee has been working in the vacated position as addressed in Section 1.A., Paragraph 2 of this Article, he shall be placed at that step in the new classification grade.**

9. As a result of a Unit I position being bid, those employees not chosen for the position will have their names remain on a bid list for a period not to exceed six (6) months.

**Section 4: Job Classification Plan** - The primary purpose of the Plan is to measure all classifications meeting the professional, technical, clerical and office definition against the same criteria. Such criteria (factors) is intended to be relevant and pertinent of both the employees and proper management concerns.

It shall be the responsibility of the City through the personnel director and/or the Personnel Department to maintain a list of up-to-date job classifications in order to insure that job evaluation for the establishment of new jobs and the re-evaluation of existing jobs can take place.

**Section 5: Reclassification Procedures** - A request for reclassification from one (1) classification to another at a higher salary grade shall be treated for salary purposes as a promotion. Reclassification requests shall be processed by the employee, through the Personnel Department, and subsequently to the Classification Review Committee.

The Classification Review Committee shall consist of two (2) representatives from COMEA Unit I, two (2) representatives of management, and a mutually agreed upon third party to serve as Chairperson.

The Committee has the authority to make necessary rules and regulations governing its internal operation.

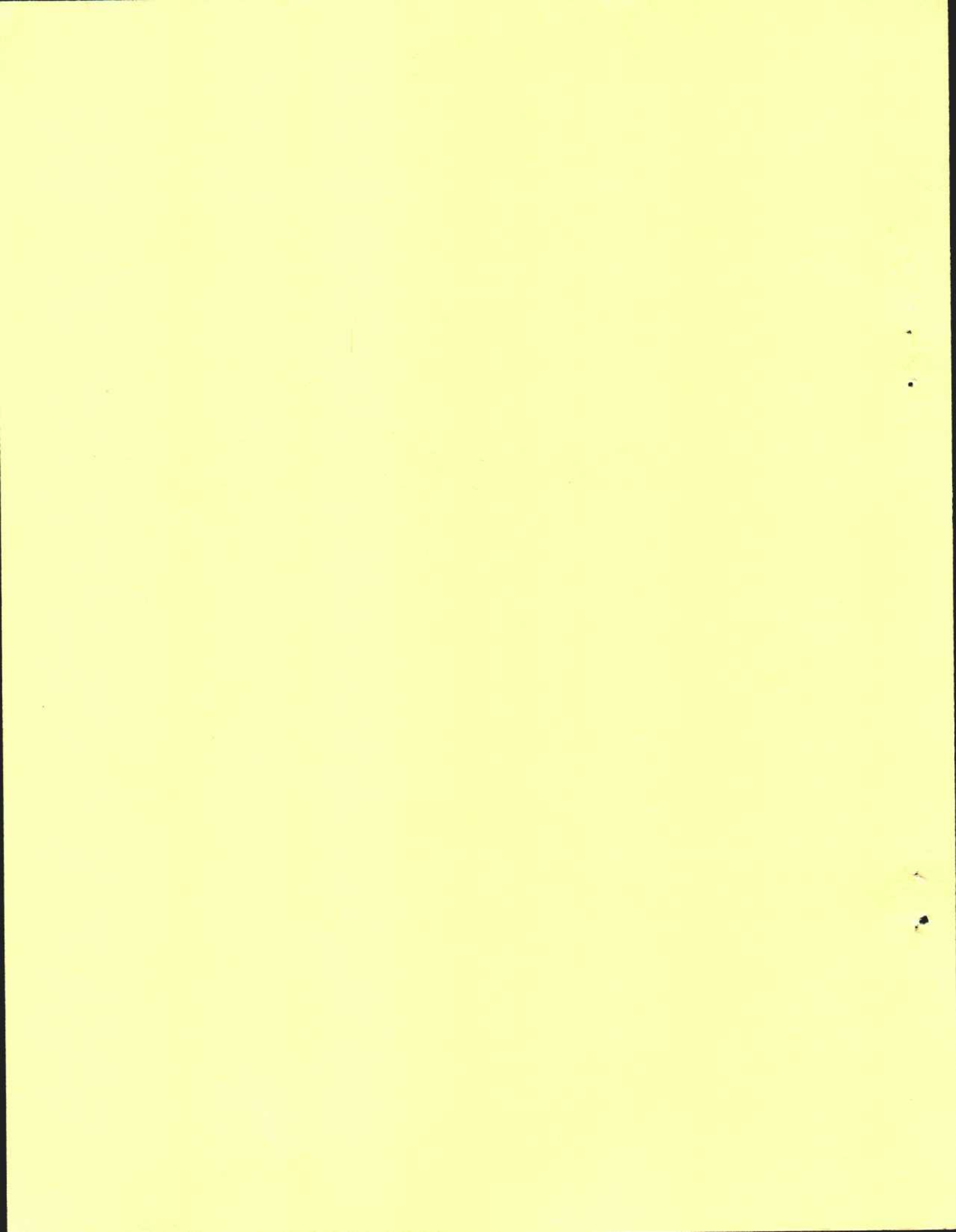
The decision of the Classification Review Committee shall be forwarded to the City Manager for implementation. In the event the City Manager feels the documentation is insufficient, the matter can be returned to the Committee for clarification within five (5) working days or the decision will be implemented. It is understood and agreed that the decision of the Committee is final and binding and reviewable through the Grievance Procedure only as it relates to the fairness of the procedure.

The following is a detailed outline for the reclassification procedure:

A. Employee requests a Reclassification Questionnaire from the Personnel Department. Questionnaire will be dated and numbered. This document will also be dated again upon receipt by the Personnel Department from the employee.

- B. Questionnaire will be returned directly to the Personnel Department completed and with any additional information on separate sheets.
- C. Completed questionnaire will be forwarded to the Committee with the present job description.
- D. Department head will be sent a copy of the questionnaire by the Personnel Department and is required to respond within five (5) working days to the Personnel Department.
- E. After receipt of all the information, the Committee will convene to review the questionnaire and the department head's response. This material shall remain confidential.
- F. If the Committee desires, it shall have the right to interview any individual deemed necessary.
- G. The Committee shall issue its reply in writing within thirty (30) working days of receipt of questionnaire to the City Manager. After receipt of the City Manager's reply, the copy of the Committee's decision will be forwarded to the employee, Personnel Department, department head and the Association. The limits may be extended by mutual agreement of the Association and the City.
- H. Implementation shall take place on the first Monday of the next pay period after the decision was handed down and is retroactive to the date when the questionnaire was received by the Personnel Department.
- I. The Committee shall place the person in a pay step that represents an increase ***of at least \$0.25*** if the decision is favorable.

**Section 6: Seniority - Probationary Employees and Promotional Status**



A. All full-time employees shall serve a six (6) month "initial hire" probationary period, uninterrupted by any type of service break, during which time they will be termed "probationary employees". Upon completion of probation ***or if no other non-probationary employee of this unit bids on the job***, employees become eligible for promotion as outlined in this Article, Section 3.

B. Probationary employees may be laid off, discharged or otherwise terminated at the sole discretion of the City. Neither the employee so terminated nor the Association shall have recourse to the Grievance Procedure over such termination.

C. After an employee has successfully completed his probationary period of employment, his seniority shall date back to his date of hire.

D. Seniority only serves as a qualification for benefits as expressly provided for in this Contract.

E. Employees promoted from the Association to supervisory positions or other positions not in this Association, if returned to this Association within six (6) months of the date of their promotion shall retain their seniority in the Association. Employees who do not return to the Association within six (6) months of the date of their promotion shall be removed from the seniority list. The above provision regarding the retention of seniority shall be applicable for one (1) promotion in a one (1) year period. This time period may be extended by mutual agreement of both parties.

F. On promotions of employees within this Association, a ninety (90) calendar day probationary period will be in effect. During this period, the employee may return to his former job with proper notice (one week), and the City may return the employee during the probationary

period, however, in this case the City will state the reasons in writing to the employee and the Association.

**G.** An employee shall lose all seniority rights in the event he:

1. Quits.
2. Is discharged for just cause.
3. Is absent from work for three (3) consecutive working days without justifiable reason and/or prior notification to the City.
4. Has, under false pretenses, obtained a leave of absence or fails to return to work upon the expiration of a leave of absence without procuring extension thereof.
5. Loses re-employment rights as specified in Section 7 of this Article.
6. Overstays a leave of absence or vacation, unless prior to the expiration of such leave or vacation a request is made and granted by the City for such extension of time, utilizing Western Union or telephone service as a means of notification.

**Section 7: Layoff and Recall Procedures**

**A.** When it becomes necessary to reduce the size of the work force within this Association due to a decrease of work or a lack of funds, the City will notify the Association of its intent. It is understood that any laid-off employee would have bumping rights in the same or lower pay grade based on seniority into any classification within the Association if the employee can satisfactorily perform the work with a minimum break-in or training period of ten (10) days.

**B.** Upon recall, employees will be recalled in inverse order of layoff providing that they have the qualifications and ability to perform the job which is being filled. When the work force returns to normal, employees will be returned to the position held prior to the layoff.

C. In the event of a decision to eliminate jobs, written notice will be provided to the Association of the proposed action not less than fourteen (14) days prior to the effective date of such action.

D. Those employees affected by job eliminations shall be permitted to exercise their City seniority rights to bump.

E. An employee identified for layoff **and/or job elimination** may bump any other Association employee with less seniority if the senior employee can, with training, satisfactorily perform the work or meets the minimum requirements of the job. The bumped employee may likewise bump.

F. An employees exercising his bumping rights will assume the pay grade of the position bumped. The employee who bumps shall have his pay changed accordingly, i.e., the employee will be placed at the step in the new pay grade closest to his current pay. If an employee bumps within the same pay grade, he shall suffer no loss in pay.

G. Temporary and/or part-time employees shall not be used to assume the duties of employees from the Association who have not been replaced due to job elimination, lay-off, retirement, or termination.

H. On recall, the employee will be notified by certified mail or telegram, and must report his intentions within ten (10) days after receiving the offer as to his return or rejection, or forfeit all seniority rights.

I. An employee on layoff will receive hospitalization/medical insurance and dental coverage with premiums being paid by the City until the end of the month in which the layoff occurs. Similarly, life insurance coverage premiums paid by the City will be identical.

After that time, the employee may opt to continue hospitalization and dental coverage only under the terms and conditions of COBRA requirements. Re-employment rights will expire one (1) year after date of layoff. The Personnel Department will establish the policy for the collection of employee paid premiums.

**J.** Seniority shall accrue during periods of layoff to a maximum of the employee's seniority or twelve (12) months, whichever is greater. Sick leave benefits will cease, and time during a layoff will not be allowed for use of longevity or vacation benefits.



## ARTICLE V

### DISCIPLINARY PROCEDURES

**Section 1:** If an employee repeatedly violates posted City rules and regulations, he shall be given written reprimand within three (3) days with the same being entered in his personnel record file. Repeated violators will result in further disciplinary action up to and including discharge.

**Section 2:** If the seriousness or nature of an offense or infraction is such that it may result in the assessing of suspension or discharge of an employee, the City shall immediately notify the Association of such action. An Association representative will be present when a disciplinary suspension or disciplinary meeting occurs. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Association representative before he is required to leave the property of the City.

**Section 3:** Whenever disciplinary action resulting in a written reprimand is taken, such written reprimands shall be signed by the employee involved. All written disciplinary records shall be expunged from the employee's personnel file after a period of twenty-four (24) months from the date of occurrence, unless additional progressive discipline has been imposed during that period of time. Personnel files shall be maintained and shall be opened to inspection by all employees upon request, with reasonable notice. No additional personnel files may be maintained by any other supervisory employee other than the director of Personnel and Labor Relations. The provisions of Public Act #397 of the Public Acts of 1978, as amended, are hereby incorporated by reference and apply except where superseded by this Article.

**Section 4:** The employer shall not discipline or discharge any employee without just cause.

## ARTICLE VI

### GRIEVANCES

**Section 1: Grievance Definition** - A grievance is a dispute between the parties concerning the meaning, application or interpretation of this Contract, and shall be settled in accordance with the procedure set forth below. Time limits specified may be extended or waived by mutual agreement. Failure of either party to respond as prescribed in the Grievance Procedure shall render, ipso facto, a decision favorable to the opposite party. An Association representative shall be present at all stages of the Grievance Procedure once the grievance has been reduced to writing unless specifically excluded in writing by the employee. No grievance may be advanced beyond STEP ONE without the concurrence of the Association.

#### **Section 2: Grievance Procedure**

**A. Step 1:** Any employee having a grievance shall first take up the matter with his immediate supervisor. The employee shall have an Association representative present. If the grievance is not settled, it shall be reduced to writing and signed by the employee and a representative of the Association and submitted to the department head. Written grievances must be taken up promptly and no grievances will be considered or discussed which are presented later than three (3) working days after the employee and the Association have had actual knowledge of the contract violation.

**B. Step 2:** The written grievance will then be discussed between the employee, an Association representative and the department head. The department head shall be responsible for setting up the meeting within five (5) working days of receipt of the written grievance. Within five (5) working days of the meeting, the department head will give his decision in writing.

**C. Step 3:** In the event the grievance is still not settled, the Association shall request in writing to the director of Personnel and Labor Relations within five (5) days of the department head's written decision, a meeting between the Association and the City. The meeting will be held within five (5) working days of the receipt of the request, and the decision of the City shall be issued in writing within five (5) working days thereafter.

**D. Step 4:** In the event the grievance is still not satisfactorily settled, the matter shall then be appealed to an impartial arbitrator to be appointed as provided herein. The Association may submit the grievance to the arbitration by notification of its intent to arbitrate within ten (10) days of receipt of the Step 3 answer. The arbitration shall be governed by the rules of the American Arbitration Association.

**Section 3: Grievance Arbitration**

**A.** The arbitrator shall have the authority to rule on all grievances which may arise under this Contract.

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

**C.** The arbitrator may not add to, subtract from, change or modify any of the terms of this Contract.

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

**Section 4: Back Wages** - No claim for back wages shall exceed the amount of wages the employee would have received at his regular pay rate. All claims for back wages shall be limited to the amount of wages the employee otherwise would have earned less any unemployment compensation that he may have received during the period in which the back pay was provided.

**Section 5: Time Limitations** - The City shall not be required to make any monetary or other adjustment on behalf of an employee for more than thirty (30) days prior to the date on which a grievance was filed. In the case of a pay shortage, however, of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his grievance within thirty (30) calendar days after receipt of such pay.

**Section 6: Penalty** - Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in this Article may be disciplined up to and including discharge.

**Section 7: Safety Grievance**

**A.** In any case involving health and safety, the grievance shall be first discussed with the appropriate department head. If no solution is forthcoming, then the grievance shall be reduced to writing within twenty-four (24) hours and submitted to the director of Personnel and Labor Relations. He shall hold a grievance hearing within two (2) days of the receipt of the grievance and shall render an answer in two (2) days after the completion of the grievance hearing.

**B.** If no agreement can be reached in this step, then the Association shall notify the City of its intention in writing and the parties will proceed with the Grievance Procedure as specified after Step 3.

## ARTICLE VII

### FRINGE BENEFITS

#### Section 1: Holiday Pay

A. Each full-time employee shall be paid for the following holidays not worked:

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

provided he meets all of the following eligibility rules and unless otherwise provided in this section.

1. He must have seniority as of the date of this holiday.
2. He must have worked in full his last scheduled working day prior to and also his next scheduled working day after such holiday, unless he presents to his department head an excuse for his failure to do so which is acceptable to the Employer and which must be supported by satisfactory proof.

B. An employee who is on layoff or on leave of absence at the time such a Holiday occurs will not be paid for that Holiday, except if the employee has been laid off within ten (10) days of the Holiday.

C. An employee shall not be entitled to both paid sick leave and Holiday pay for the same Holiday not worked.

D. Each employee who is eligible under the provisions of this Section shall be paid seven and one-half (7½) hours pay, computed at his current straight-time hourly rate which is in effect on that Holiday, exclusive of premium of any sort whatsoever.

**Section 2: Vacation Leave**

A. Each full-time employee who has at least one (1) year's seniority shall, after the completion of his first and subsequent full years of service in full-time status be entitled to an annual vacation with pay during the next ensuing year of his employment as hereinafter provided. His vacation pay shall be computed by multiplying the number of hours by his current straight-time hourly rate which is in effect at the time he takes his vacation. A full year of service in full-time status means and requires that an employee must actually have been credited with at least 1,950 hours in such status for the City during a year starting at the commencement of his anniversary date; provided that vacation, disciplinary action involving time off, sick leave, personal leave days, indemnity pay days and Holidays shall be deemed for this purpose to have been worked. If a temporary or part-time employee is given full-time status before the termination of his temporary or part-time employment, his year and his full-time service shall be deemed to start at the commencement of the anniversary or the commencement of his employment on a full-time basis.

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B. Employees shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Max. (2 yr.) Carryover</u>
1-5	75.00	150.0
6	82.50	165.0
7	90.00	180.0
8	97.50	195.0
9	105.00	210.0
10	112.50	225.0
11	120.00	240.0
12	127.50	255.0
13	135.00	270.0
14	142.50	285.0
15	150.00	300.0
16	153.75	307.5
17	157.50	315.0
18	161.25	322.5
19	165.00	330.0
20	168.75	337.5
21	172.50	345.0
22	176.25	352.5
23	180.00	360.0
24	183.75	367.5
25 Maximum	187.50	375.0

C. *Vacation time may be accumulated to an amount not greater than two (2) times the number of vacation hours earned on any given employee's anniversary.*

D. If an employee does not utilize his accumulated vacation within the time described in Paragraph C hereof, then said employee will lose his accumulated vacation over the limit.

E. The City shall establish the available vacation periods for each department:

1. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1 each employee shall indicate on a yearly calendar his vacation request no later than January 1.



Seniority shall be the main consideration in considering preference for vacation requests within the department.

2. Employees who fail to submit vacation requests before January 1 will then be allowed vacation leave on a first-come, first-serve basis.

3. The department head shall respond in writing to all leave requests within three (3) working days. ***Requests not returned to the employee within three (3) working days will be considered granted.***

**F. Prorated Vacation** - In the event employment is terminated by quit, discharge, retirement or death, 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 to the employee or his personal representative as the case may be, at his then prevailing rate of pay.

### **Section 3: Sick Leave**

**A.** Employees are entitled to seven and one-half (7½) hours of paid sick leave per month after one month of employment. If a part-time employee is given permanent full-time status, his benefit year shall be deemed to start on the commencement of his employment on a full-time basis, or completion of his probationary period, whichever is later. If an eligible employee is on leave of absence during his benefit year, he shall not receive credit for any paid sick leave during the term of such leave.

**B.** Each eligible employee will be allowed to accrue sick time up to and including seven hundred-fifty (750) hours, **one hundred days (100)** but shall not continue to accrue such time in excess of seven hundred-fifty (750) hours.

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

D. Each employee is required to notify his supervisor or his designee no later than fifteen (15) minutes after the start of the shift if he will be absent or tardy. Failure to give such notification when not reporting for work at all, unless extreme cases of emergency and under circumstances beyond his control, will result in a written reprimand for the first offense, seven and one-half (7½) hour suspension for the second offense, a twenty-two and one-half (22½) hour suspension for the third offense and discharge for the fourth offense. The City will not take into account any prior infractions which occurred more than a year before the current offense.

E. All paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits.

F. If the employee so elects, after all accrued sick leave is used, vacation leave may be used.

#### **Section 4: Personal Leave**

***A. Each fulltime employee shall be entitled to use twenty-two and one-half (22½) hours of their accumulated sick leave or vacation time as paid personal leave. Each new hire will be credited with Personal Leave hours after they have completed six (6) months of service. Personal Leave hours are credited every January 1 and are non-cumulative. These hours are intended to be used for personal business during the normal working day. Vacation is not a proper use of personal time.***

*B. Such hours selected by the employee on which he would otherwise be scheduled to work shall be granted provided that the employee shall give his supervisor a twenty-four (24) hour notice, when possible, of the day selected and provided further that when there are excessive number of requests for the same day which would interfere with operations, the department head may require alternate selection, in line with seniority.*

**Section 5: Emergency Leave**

A. In the event that a member of the immediate family, *as defined in Section 6, Subsection B of this Article*, is transported to the hospital on a medical emergency, an employee will be granted an emergency leave with pay. The maximum duration of such leave will be twenty-two and one-half (22½) hours. (The term medical emergency means a condition which occurs suddenly and unexpectedly and threatens life or bodily functions, or could result in serious bodily harm unless medical treatment is received promptly.)

B. Emergency Leave shall be in addition to other types of leave to which the employee is entitled.

**Section 6: Bereavement Leave**

A. When a death occurs in an employee's immediate family and such death causes him to lose regular scheduled work days, the employee will be compensated for such time lost at his regular straight-time hourly rate.

B. The maximum duration of such Bereavement Leave will be thirty-seven and one-half (37½) hours in case of the death of employee's spouse, children or step-children, twenty-two and one-half (22½) hours in case of the death of the employee's brother, sister, parent, *stepparent*, or parent-in-law, grandchildren and grandparents and seven

and one-half (7½) hours in case of the death of the employee's spouse's grandparents, brothers-in-law and sisters-in-law.

C. Bereavement Leave shall be in addition to other types of leave to which the employee is entitled.

D. In the event of a death of a relative not defined as immediate family, or close friend, an employee may arrange with his supervisor for required time off to be recorded as vacation or personal time.

**Section 7: Jury Duty** - An employee who is summoned for jury duty or subpoenaed as a witness will be paid his straight-time hourly wage he would otherwise have earned, exclusive of premium, while serving on jury duty. Jury and witness fees shall be submitted to the City, excluding mileage. Employees shall also receive full pay for time spent in court that is directly related to their work of the City of Monroe.

**Section 8: Indemnity Pay** - When an employee receives his last regular pay check while on sick leave, he will be eligible for twenty-six (26) weeks indemnity pay. Indemnity pay will be calculated at forty percent (40%) of the employee's base pay with a minimum of \$125.00 per week. In order to be eligible for this benefit, the individual must be a full-time permanent employee with one (1) year of service. Indemnity pay shall not apply for absence due to any condition which is self-induced or the result of the employee's own willful misconduct.

**Section 9: Long-Term Disability** - It is agreed that the City will continue a long-term disability plan to the insurance coverage already provided the members of this Association.

The payment for premiums will be made by the City on behalf of the employee with termination date subject to provisions of the plan selected by the City.

The basic plan will include the following:

- A. A waiting period of 3 months for new hires
- B. Elimination period of 6 months (180 calendar days)
- C. The amount of monthly indemnity - 66-2/3% of eligible monthly payroll to a maximum of \$1,200.00
- D. Terminal age - 70

It is understood that the selection of the carrier shall be made by the City and that the City shall have the unilateral right to change carriers if it is in the best economic interest of the City with no diminution of coverage.

**Section 10: Family and Medical Leave** - The City and the Association shall comply to all provisions of the U.S. Department of Labor Family and Medical Leave Act of 1993, with the following additions:

**A. Eligibility:** A leave of absence shall be granted to employees with one year of service for the following reasons:

1. because of the birth of a child and in order to care for such child after delivery;
2. because of the placement of a child with the employee through adoption or foster care assignment;
3. in order to care for a spouse, child or parent because of a serious health condition; or

4. because of a serious health condition (including a disability caused by pregnancy) that makes the employee unable to perform the functions of the position of the employee.

**B. Definitions:** For purposes of this Section, "serious health condition" shall have the same meaning as set forth in the Family and Medical Leave Act of 1993 and regulations thereunder.

**C. Period of Leave:** An employee taking a leave of absence under this Section may be absent for a total of twelve (12) weeks in any twelve (12) month period. In addition, under extenuating circumstances, an employee taking a leave of absence under Subsection A above, additional leave (compensated or uncompensated) may be granted by the appointing authority. This additional leave time shall not exceed twenty-six (26) weeks, as permitted in Section 8 of the Article. Employees may then apply for long-term disability thereafter. Eligibility shall be determined in accordance with Section 9 of the Article. Any leave of absence without pay shall be in accordance with Section 11 of the Article.

The City reserves the right to require a medical examination by a physician appointed by the City or to require a physician's certificate to support the need for a leave, or an extension of such a leave, under Subsection A. In the event of a disagreement between the two doctors, those doctors shall appoint a third doctor whose conclusion shall be binding.

**D. Notice:** The employee shall give the City a thirty (30) day advance notice of a request for leave of absence. However, if the need for a leave of absence is not foreseeable, the employee shall give the City as much advance notice as possible.

**E. Compensation:** Leave taken under Subsections A(1) and A(4) shall be charged first to accumulated and earned sick leave and, if this is insufficient, vacation time may be used. Leave taken under Subsections A(2) and A(3) shall be charged to accumulated and earned vacation time.

If the employee exhausts his earned and accumulated sick leave and vacation banks, the remainder of the leave shall be unpaid. The employee shall continue to receive the benefits described in Section 8 of this Article, during the twelve week leave period.

The employee shall accumulate service credit and seniority during the full period of leave.

**F. Return From Work:** An employee who returns to work upon the expiration of the leave of absence shall be returned to his position. An employee who has taken a leave under Subsection A(4) may qualify for return to work upon submission of physician's release to work. In the event of a dispute over the employee's ability to return to work, the provisions of Subsection C shall apply.

**Section 11: Leave of Absence** - Any employee desiring a leave of absence without pay from his employment shall secure written permission from his department head. The maximum leave of absence shall be for thirty (30) days and may be extended for thirty (30) day periods up to a maximum of ninety (90) consecutive days. Permission for extension must be secured from **their department head**. If an employee needs a further extension, he must request it in writing to the City Manager for review and approval. During the period of absence the employee shall not engage in gainful employment. Failure to comply with

this provision shall result in the complete loss of seniority rights for the employee involved. Any leave of absence taken shall not be considered as time worked for accruing credits.

**Section 12: Worker's Compensation (Duty Disability)**

**A.** A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Worker's Compensation Act, which the City will provide.

**B.** In order to be eligible for Duty Disability Leave, an employee shall immediately report any illness or injury to his immediate supervisor who shall note same in writing and take such first-aid treatment as may be recommended or waive such first-aid in writing.

**C.** Employees on Duty Disability Leave shall accrue all fringe benefits in the same manner as other employees for the first twelve (12) months on Duty Disability Leave. Benefits will not be accrued or will not be continued after the first twelve (12) months. Insurance coverage may be continued on an individual basis after a one (1) year time period subject to provisions of insurance contracts. The Personnel Department will establish the policy for the collection of employee paid premiums.

**D.** All employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

1. First seven (7) calendar days, the City will pay the employee his regular pay for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "Duty Disability Leave" which is limited to the working days in the first seven (7) calendar days, payment



shall be governed by the regulations of the Worker's Compensation Act. In such cases, the following shall apply:

a. For the first twelve (12) months of such leave, an employee shall receive a regular payroll check for the difference between the worker's compensation and his gross normal bi-weekly payroll check.

b. Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his worker's compensation check and his net normal bi-weekly payroll check. After the exhaustion of all sick leave benefits, the employee will be paid his accrued vacation and thereafter will be kept on an inactive status with the City. He may be considered for re-employment at such time he is eligible to perform without any restrictions.

E. After fourteen (14) days continuous absence worker's compensation will reimburse the employee at the standard worker's compensation rate for the first week's absence previously paid for by the City. ***The City, through the payroll process, will make necessary adjustments to reflect this payment on future checks.***

F. An employee who is 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.

G. If the City offers favored employment to an individual on duty disability, which employment the attending physician deems the employee capable of performing without future injury to the employee, and should said employee refuse such favored employment, on the date of said refusal the employee shall only receive the appropriate amount of worker's compensation as his duty disability pay.

### **Section 13: Sick Leave Bonus**

***A. In the first practicable pay period of the succeeding year, the employees shall be paid for one-half (1/2) of their unused portion of sick leave for the previous calendar year***

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**as a bonus.** The bonus in no way reduces the unused sick leave the employee has accumulated. The Sick Leave Bonus shall be determined by using the employee's rate of pay as of December 31. In no event shall the amount of paid bonus hours be more than forty-five (45) hours. In order to be eligible for this payment, the individual must be a full-time permanent employee with six (6) months of service as of December 31.

**B. Prorated Sick Bonus** - In the event employment is terminated by quit, discharge, retirement or death, an employee shall be deemed to have earned Sick Leave Bonus for all days accumulated during the calendar year up to the date of termination, payable to the employee or his personal representative as the case may be, at his then prevailing rate of pay, in accordance with Subsection A thereof.

**Section 14: Retirement Termination Bonus** - An employee who retires under the provisions of the City pension fund shall receive a sum equal to the amount paid to the employee which he received as Sick Leave Bonus during his employment with the City.

**Section 15: Longevity Pay**

**A.** Longevity pay shall be calculated based on years of service completed as of December 1 of each year and shall be paid the first practicable pay period after December 1.

Less than 5 years	=	None
After completion of 5 years	=	\$25.00 x yrs. of service
After completion of 10 years	=	\$30.00 x yrs. of service
After completion of 20 years	=	\$35.00 x yrs. of service

**B. Prorated Longevity** - Longevity is prorated at retirement based on the number of weeks between December 1 and the employee's retirement date.

**Section 16: Military Service**

**A.** The City shall abide by the following pieces of legislation; Selective Service Act of 1967, 50 USCA Section 459 (b); Veteran's Re-employment Rights Act, 38 USC 2021 et. seq. and Michigan statute MCLA 32.271 through 32.274.

**B.** Regular, full-time employees of the City who are members of the Michigan National Guard, U.S. Air Force Reserves, or U.S. Naval Reserves shall be granted a leave of absence, without pay, for the period of time each year to attend summer field training exercises. Requests for such leave must be presented to the department head and personnel director along with a copy of the written order from the commander of the Armed Forces Reserve Unit, indicating report and return dates of training period.

**Section 17: Life Insurance** - Each employee covered by this Contract shall be entitled to group life insurance in an amount equal to one (1) times their annual salary rounded downward to the nearest \$1,000. The maximum benefit shall not exceed \$50,000.00. ***For accidental death, as defined by the insurance carrier, the above coverages are doubled.*** ( Life insurance is based upon regular earnings exclusive of any bonus or premium pay.

**Section 18: Medical Insurance**

**A. Hospitalization and Master/Major Medical:** The City of Monroe shall provide hospitalization coverage for an employee and his eligible dependents comparable to the coverage in effect on June 30, 1989. The City shall have the unilateral right to increase benefit coverage. The City presently is self-insured for its hospitalization and uses Blue Cross and Blue Shield of Michigan (BCBS) as its third party administrator.

For new hire employees, the BCBS benefits (hospitalization and medical coverage) will be effective the 91st day of employment.

**B. Retirees' Hospitalization:** Members of COMEA Unit I who retire shall be provided the regular (excluding master/major medical) hospitalization coverage for the retiree and spouse. If the retiree desires coverage for other dependents still under his care, he shall bear that cost. If the cost of such dependent coverage dictates an increase or decrease, then payment adjustments will be made at that time. When the retiree and spouse are covered under Medicare, the City will provide supplemental coverage to Medicare. Upon death of the retiree, the City's obligation shall continue until the death or remarriage of the spouse.

**C. COBRA:** All employees of the City are eligible for COBRA upon a qualifying event as prescribed by Federal Legislation.

**D. Prescription Drug Program:** *Co-payment for generic drugs will be \$3.00; co-payment for "brand-name" drugs will be \$10.00 (unless a generic drug is unavailable or your doctor specifically prescribes a "brand-name" drug, in which case the copayment will be \$3.00 (plus shipping)). Employees who retire under this contract shall receive the same benefits.*

#### **Section 19: Dental Insurance**

**A.** The City shall also provide a dental plan for the members of this Association and their dependents. Plan basics include but are not limited to:

1. No deductible

2. Class IA (100% coverage): Diagnostic and Preventative Services, Oral Examinations and Fluoride Solution, Emergency Palliative, Temporarily Alleviate Pain and Discomfort, and Radiographs: X-Rays paid at 100%;
3. Class IB (50% coverage): Oral Surgery, Restorative and Endodontics
4. All other classes (50% coverage)
5. \$800 maximum dental benefit each contract year
6. **\$1200 orthodontics**, lifetime maximum.

**B.** For new hire COMEA Unit I employees, the dental plan will be effective the 91st day of employment. The plan is administered and provided by Delta Dental. ***Retirees do not receive dental coverage but can continue the present coverage for a fee under COBRA regulations.***

#### **Section 20: Liability Insurance**

The City shall provide full insurance protection for all personnel indemnifying them from any liability judgment arising out of or in the course of their employment and in the performance of their duties and pay the premiums thereon.

#### **Section 21: Pension**

**A. Defined Benefit Plan** - Employees hired prior to January 1, 1998 shall have the option of remaining in the current Defined Benefit Plan. A basic outline is described below. Specific guidelines can be found in Ordinance **#81-010**.

1. Vesting Period - ten (10) years
2. Multiplier - 2.2%

3. Contribution Rate - Effective January 1, 1996 the contribution rate shall be three percent (3%) for all employees. The contribution is made before taxes, as permitted by I.R.C. Section 414(H).

4. Final Average Compensation - Highest three (3) years of the last ten (10) years of service

5. Available options:

a. Age 55 and 25 years of service - full retirement

b. Age 60 and 10 years of service - full retirement

c. Age 65 and 5 years of service - full retirement

d. Age 50 and vested - early retirement and special option. Benefit equal to the Actuarial equivalent of the accrued normal retirement benefit. The benefit is determined by calculating the accrued straight life benefit payable at age 60 and applying the early commencement factor - table listed based upon the person's age on his last birthday. The member could elect to receive this amount as a straight life benefit or as any of the standard optional forms provided by the retirement system. The "special option" could be elected and will pay a higher amount up to age 62 and a reduced amount after age 62. When possible, the special option will pay the formula amount up to age 62. The special option cannot be elected in conjunction with another option. Once the member has chosen his election and receives the benefit, the election cannot be changed.

<u>AGE</u>	<u>FACTOR</u>
60	1.00
59	.90
58	.82
57	.74
56	.68
55	.62
54	.56
53	.51
52	.47
51	.43
50	.40

**6. Inclusion** - Members of this Association who retire during the life of this Contract shall carry forward any benefit changes negotiated and effective with this Contract.

**B. Defined Benefit/Defined Contribution Plan** - Employees hired after January 1, 1998 will be enrolled in the DB/DC Plan as spelled out in Ordinance 97-007. Anyone employed prior to that time shall have a one-time option of changing to this plan. Window to choose the new DB/DC plan shall close **December 7, 1997**.

1. Contribution Rate - Four percent (4%) (this includes any employees who transfer to this plan)
2. Final Average Compensation - Highest three (3) years of the last ten (10) years of service

**Section 22: I. C. M. A.** - Employees may exercise the option to participate in the I.C.M.A. deferred compensation plan. This program is completely voluntary and subject to provisions of the I.C.M.A. Deferred Program. There will be no cost to the City beyond payroll processing.

**Section 23: Uniforms** - The City will furnish any uniform that is required for the employee in the course of duty at no cost to the employee; except with respect to undergarments, belts, ties, socks and shoes.

**Section 24: Payroll Deductions** - The Employer agrees to deduct from the pay of the employees who have signed voluntary authorization forms for such deductions. No such authorization shall be recognized and no such deduction shall be made which is prohibited by State law.



## **Section 25: Tuition Reimbursement**

**A. Non-Credit Courses or Specific Equipment Training Programs** - Employees requesting or attending courses for no credit or training programs directed toward specific equipment or operations will be subject to the budgetary limitations of their department for training and will be reimbursed for full enrollment fees based upon evidence of satisfactory completion.

**B. Credit Courses (Degree Work)** - Employees who desire to pursue education for credit during non-working hours shall adhere to the following procedures:

1. The employee must obtain approval from his department head and the personnel director well in advance of enrollment. A written request detailing courses or subject areas shall be accompanied by a signed tuition reimbursement agreement form (which can be obtained from the Personnel Department). 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, business institute or school.

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 official grade(s) along with his tuition reimbursement

payment to the Personnel Department. The Personnel 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.

5. It is mutually understood and agreed that any employee who voluntarily leaves City employ shall repay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment.

## ARTICLE VIII

### GENERAL

**Section 1:** It is agreed that the provisions of this Contract shall be applied to all employees without regard to race, color, religious creed, national origin, sex, age or handicapped.

**Section 2:** When an employee is temporarily assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work he has been regularly assigned to a lower rated job through exercise of "seniority" to continue working.

**Section 3:** Employees shall notify their department head and the Personnel Department of any change of name, address, or telephone number within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving his employment and this Contract.

**Section 4:** The parties hereto acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right to make demands and proposals on any matters not removed by law from the area of collective bargaining, and that the understandings arrived at by the parties hereto after the exercise of that right are set forth in this Contract. Therefore, each of the parties hereto, for the life of this Contract waives the right to bargain with respect to any matter referred to or covered in the Contract even though such matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Contract, subject to the provisions following.

**Section 5:** All references herein in the masculine gender shall, where circumstances so require, be deemed to refer also to the feminine gender.

**Section 6:** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject each employee to disciplinary action by the Employer. The employee shall fill out the above forms on normal working time, and in the event this is not possible shall obtain permission from his supervisor to fill such out at another time.

**Section 7: Residency**

**A.** Employees appointed prior to July 1, 1975 shall be governed by the policy in effect at that time. Employees may live outside the City limits of Monroe, but within a five (5) mile perimeter and shall be allowed to move in or out of the City within that perimeter without restrictions provided the City is notified of their residency change.

**B.** Employees hired between July 1, 1975 and November 1, 1977 shall be subject to residency requirements as prescribed by Ordinance or Civil Service rules in effect at that time.

**C.** Employees hired after November 1, 1977 shall be subject to residency requirements as prescribed in Ordinance Number 77-014.

**D.** Effective January 1, 1986 all members of this Association are eligible to reside in the same area as defined in Ordinance 86-006 which amends Ordinance 77-014.

**PREAMBLE**

**WHEREAS**, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City, acting through its City Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the City, its employees and its citizens.

**WHEREAS**, the parties recognize that this Contract is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Michigan, and

**WHEREAS**, the purpose of this Contract is the promotion of harmonious labor relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of disputes and to set forth rates of pay, hours of work, employee benefits and other conditions of employment.

**E. *Effective September 8, 1997 all members of this Association are eligible to reside in the area shown on the map included in this agreement and as defined in the Ordinance adopted by Council in 1997 which amends Ordinances 77-014 and 86-006.***

F. It is understood that all subsections of this Section remain in effect with regard to Ordinance 77-014 except as such ordinance has been amended.

## ARTICLE IX

### SEPARABILITY AND SAVINGS CLAUSE

**Section 1:** If any Article or Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this contract and of any rider thereto or the application of such to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall be not affected thereby.

**Section 2:** In the event that any Article or Section is held to be invalid, unenforceable or incapable of compliance, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of the Association for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands including the use of the Grievance Procedure and arbitration.

## ARTICLE X

### **MAINTENANCE OF STANDARDS**

The City agrees that all conditions of employment to wages, hours of work, overtime differentials and general working conditions shall be maintained as specified in this Contract. It is agreed that the provisions of this Article shall not apply to inadvertent or bona-fide errors made by the City or the Association in applying the terms and conditions of this Contract if such error is corrected from the date of this contract.



## ARTICLE XI

### STRIKES AND LOCKOUTS

**Section 1:** The City will not lock out any employees during the term of this Contract as a result of a labor dispute with the Association.

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

**ARTICLE XII**

**DURATION OF CONTRACT**


This Contract shall be effective from and retroactive to July 1, 1996 and shall continue in full force and effect until midnight, June 30, 1999, when it shall terminate. If either party desires to re-negotiate this Contract, they shall give the other party written notice to that effect no less than sixty (60) nor more than ninety (90) days prior to June 30, 1999.

In any event, this Contract shall not be extended beyond June 30, 1999, except by written consent of the parties.

**CITY OF MONROE:**

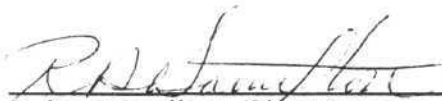
**CITY OF MONROE EMPLOYEES  
ASSOCIATION UNIT I NEGOTIATORS:**

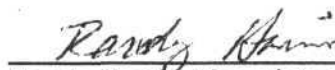
  
\_\_\_\_\_  
C. D. Cappuccilli, Mayor

  
\_\_\_\_\_  
Kimberly S. Lemanski, President

  
\_\_\_\_\_  
Elizabeth Dickey, Clerk/Treasurer

  
\_\_\_\_\_  
Larry Demario, Negotiator

  
\_\_\_\_\_  
Robert Hamilton, City Manager

  
\_\_\_\_\_  
Randy Harris, Negotiator

  
\_\_\_\_\_  
Joseph S. Lybik, Personnel Director

  
\_\_\_\_\_  
Timothy Mitosinka, Negotiator

This Contract was ratified by the parties in September, 1997

COMEA UNIT I  
 JULY 1, 1996 TO JUNE 30, 1997  
 SALARY WAGE SCHEDULE

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
3	\$7.6525 \$14,922.47	\$7.9585 \$15,519.09	\$8.1626 \$15,917.05	\$8.7134 \$16,991.17	\$9.3326 \$18,198.62	\$9.9797 \$19,460.43	\$10.6678 \$20,802.19	\$11.4110 \$22,251.48
4	\$8.0268 \$15,652.21	\$8.3478 \$16,278.22	\$8.5618 \$16,695.56	\$9.1536 \$17,849.44	\$9.7731 \$19,057.48	\$10.4339 \$20,346.08	\$11.1634 \$21,768.59	\$11.9342 \$23,271.65
5	\$8.3881 \$16,356.77	\$8.7237 \$17,011.16	\$8.9471 \$17,446.89	\$9.5666 \$18,654.93	\$10.2412 \$19,970.31	\$10.9433 \$21,339.45	\$11.6865 \$22,788.75	\$12.5260 \$24,425.72
6	\$8.8010 \$17,161.87	\$9.1530 \$17,848.44	\$9.3878 \$18,306.15	\$10.0210 \$19,540.98	\$10.7228 \$20,909.52	\$11.4662 \$22,359.02	\$12.2508 \$23,889.06	\$13.1042 \$25,553.22
7	\$9.1881 \$17,916.80	\$9.5556 \$18,633.35	\$9.8007 \$19,111.45	\$10.5026 \$20,479.99	\$11.2048 \$21,849.34	\$11.9894 \$23,379.38	\$12.8427 \$25,043.34	\$13.7237 \$26,761.26
8	\$9.6525 \$18,822.43	\$10.0391 \$19,576.16	\$10.2964 \$20,078.04	\$11.0121 \$21,473.57	\$11.7688 \$22,949.25	\$12.5673 \$24,506.27	\$13.4347 \$26,197.62	\$14.3708 \$28,023.07
9	\$10.0893 \$19,674.10	\$10.4951 \$20,465.40	\$10.7643 \$20,990.47	\$11.5075 \$22,439.57	\$12.2921 \$23,969.61	\$13.1455 \$25,633.77	\$14.0679 \$27,432.44	\$15.0726 \$29,391.62
10	\$10.5819 \$20,634.70	\$11.0050 \$21,459.78	\$11.2873 \$22,010.24	\$12.0582 \$23,513.49	\$12.8839 \$25,123.69	\$13.7924 \$26,895.18	\$14.7560 \$28,774.20	\$15.7611 \$30,734.18
11	\$11.0723 \$21,590.90	\$11.5150 \$22,454.16	\$11.8104 \$23,030.20	\$12.6087 \$24,587.02	\$13.4897 \$26,304.95	\$14.4397 \$28,157.39	\$15.4444 \$30,116.57	\$16.5043 \$32,183.47
12	\$11.5885 \$22,597.67	\$12.0521 \$23,501.50	\$12.3610 \$24,103.93	\$13.2558 \$25,848.83	\$14.1780 \$27,647.11	\$15.1415 \$29,525.93	\$16.1877 \$31,566.06	\$17.3024 \$33,739.70
13	\$12.1691 \$23,729.76	\$12.6557 \$24,678.57	\$12.9802 \$25,311.37	\$13.8615 \$27,029.90	\$14.8111 \$28,881.74	\$15.8435 \$30,894.88	\$16.9586 \$33,069.32	\$18.1285 \$35,350.49

2.5% Increase

COMEA UNIT I  
 JULY 1, 1996 TO JUNE 30, 1997  
 HOURLY WAGE SCHEDULE  
 PAGE TWO

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
51	14	\$13.1191 \$25,582.20	\$13.2463 \$25,830.25	\$13.5862 \$26,493.03	\$14.5084 \$28,291.31	\$15.5132 \$30,250.68	\$16.5868 \$32,344.17	\$17.7569 \$34,625.95	\$18.9958 \$37,041.83
	15	\$13.3307 \$25,994.94	\$13.8635 \$27,033.89	\$14.2194 \$27,727.86	\$15.1827 \$29,606.28	\$16.2563 \$31,699.78	\$17.3851 \$33,901.00	\$18.6103 \$36,290.10	\$19.8904 \$38,786.34
	16	\$13.9500 \$27,202.59	\$14.5080 \$28,290.51	\$14.8798 \$29,015.65	\$15.9399 \$31,082.76	\$17.0274 \$33,203.43	\$18.1973 \$35,484.81	\$19.4637 \$37,954.26	\$20.8127 \$40,584.82
	17	\$14.6210 \$28,510.97	\$15.2058 \$29,651.26	\$15.5960 \$30,412.18	\$16.6968 \$32,558.84	\$17.8531 \$34,813.63	\$19.0782 \$37,202.53	\$20.4136 \$39,806.51	\$21.8314 \$42,571.18
	18	\$15.3178 \$29,869.72	\$15.9304 \$31,064.37	\$16.3390 \$31,861.07	\$17.4816 \$34,089.08	\$18.6929 \$36,451.20	\$19.9729 \$38,947.24	\$21.3770 \$41,685.13	\$22.8361 \$44,530.35
	19	\$16.0536 \$31,304.42	\$16.6956 \$32,556.44	\$17.1238 \$33,391.32	\$18.3075 \$35,699.67	\$19.5876 \$38,195.91	\$20.9365 \$40,826.27	\$22.3819 \$43,644.71	\$23.9373 \$46,677.81
	20	\$16.8018 \$32,763.51	\$17.4740 \$34,074.29	\$17.9220 \$34,947.94	\$19.1886 \$37,417.80	\$20.4823 \$39,940.42	\$21.9275 \$42,758.66	\$23.4554 \$45,738.00	\$25.0661 \$48,878.83
	21	\$17.5762 \$34,273.57	\$18.2791 \$35,644.31	\$18.7479 \$36,558.34	\$20.0695 \$39,135.53	\$21.4596 \$41,846.23	\$22.9600 \$44,772.00	\$24.5567 \$47,885.65	\$26.2498 \$51,187.19

COME A UNIT I  
 JULY 1, 1997 TO JUNE 30, 1998  
 SALARY WAGE SCHEDULE

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
3	\$7.8439 \$15,295.53	\$8.1575 \$15,907.07	\$8.3667 \$16,314.97	\$8.9313 \$17,415.95	\$9.5659 \$18,653.58	\$10.2292 \$19,946.94	\$10.9345 \$21,322.25	\$11.6963 \$22,807.77
4	\$8.2274 \$16,043.52	\$8.5565 \$16,685.18	\$8.7759 \$17,112.95	\$9.3824 \$18,295.67	\$10.0174 \$19,533.92	\$10.6947 \$20,854.73	\$11.4425 \$22,312.80	\$12.2325 \$23,853.44
5	\$8.5978 \$16,765.69	\$8.9418 \$17,436.44	\$9.1708 \$17,883.06	\$9.8058 \$19,121.31	\$10.4972 \$20,469.57	\$11.2169 \$21,872.94	\$11.9787 \$23,358.47	\$12.8392 \$25,036.37
6	\$9.0210 \$17,590.91	\$9.3819 \$18,294.65	\$9.6225 \$18,763.81	\$10.2715 \$20,029.50	\$10.9909 \$21,432.26	\$11.7528 \$22,917.99	\$12.5571 \$24,486.29	\$13.4318 \$26,192.05
7	\$9.4178 \$18,364.71	\$9.7945 \$19,099.18	\$10.0458 \$19,589.23	\$10.7651 \$20,991.99	\$11.4849 \$22,395.57	\$12.2892 \$23,963.86	\$13.1638 \$25,669.42	\$14.0668 \$27,430.30
8	\$9.8938 \$19,292.99	\$10.2900 \$20,065.56	\$10.5538 \$20,579.99	\$11.2874 \$22,010.41	\$12.0631 \$23,522.98	\$12.8815 \$25,118.93	\$13.7705 \$26,852.56	\$14.7301 \$28,723.65
9	\$10.3415 \$20,165.95	\$10.7575 \$20,977.04	\$11.0335 \$21,515.23	\$11.7952 \$23,000.56	\$12.5994 \$24,568.85	\$13.4742 \$26,274.61	\$14.4196 \$28,118.26	\$15.4494 \$30,126.41
10	\$10.8464 \$21,150.56	\$11.2801 \$21,996.27	\$11.5695 \$22,560.49	\$12.3597 \$24,101.33	\$13.2060 \$25,751.78	\$14.1372 \$27,567.56	\$15.1249 \$29,493.56	\$16.1551 \$31,502.53
11	\$11.3491 \$22,130.67	\$11.8028 \$23,015.51	\$12.1056 \$23,605.95	\$12.9239 \$25,201.70	\$13.8270 \$26,962.57	\$14.8007 \$28,861.33	\$15.8305 \$30,869.48	\$16.9170 \$32,988.06
12	\$11.8783 \$23,162.61	\$12.3534 \$24,089.04	\$12.6700 \$24,706.52	\$13.5872 \$26,495.06	\$14.5325 \$28,338.29	\$15.5200 \$30,264.08	\$16.5924 \$32,355.21	\$17.7350 \$34,583.19
13	\$12.4733 \$24,323.00	\$12.9721 \$25,295.53	\$13.3047 \$25,944.15	\$14.2080 \$27,705.64	\$15.1814 \$29,603.78	\$16.2396 \$31,667.25	\$17.3826 \$33,896.05	\$18.5817 \$36,234.25

52

2.5% Increase

COMEA UNIT I  
 JULY 1, 1997 TO JUNE 30, 1998  
 HOURLY WAGE SCHEDULE  
 PAGE TWO

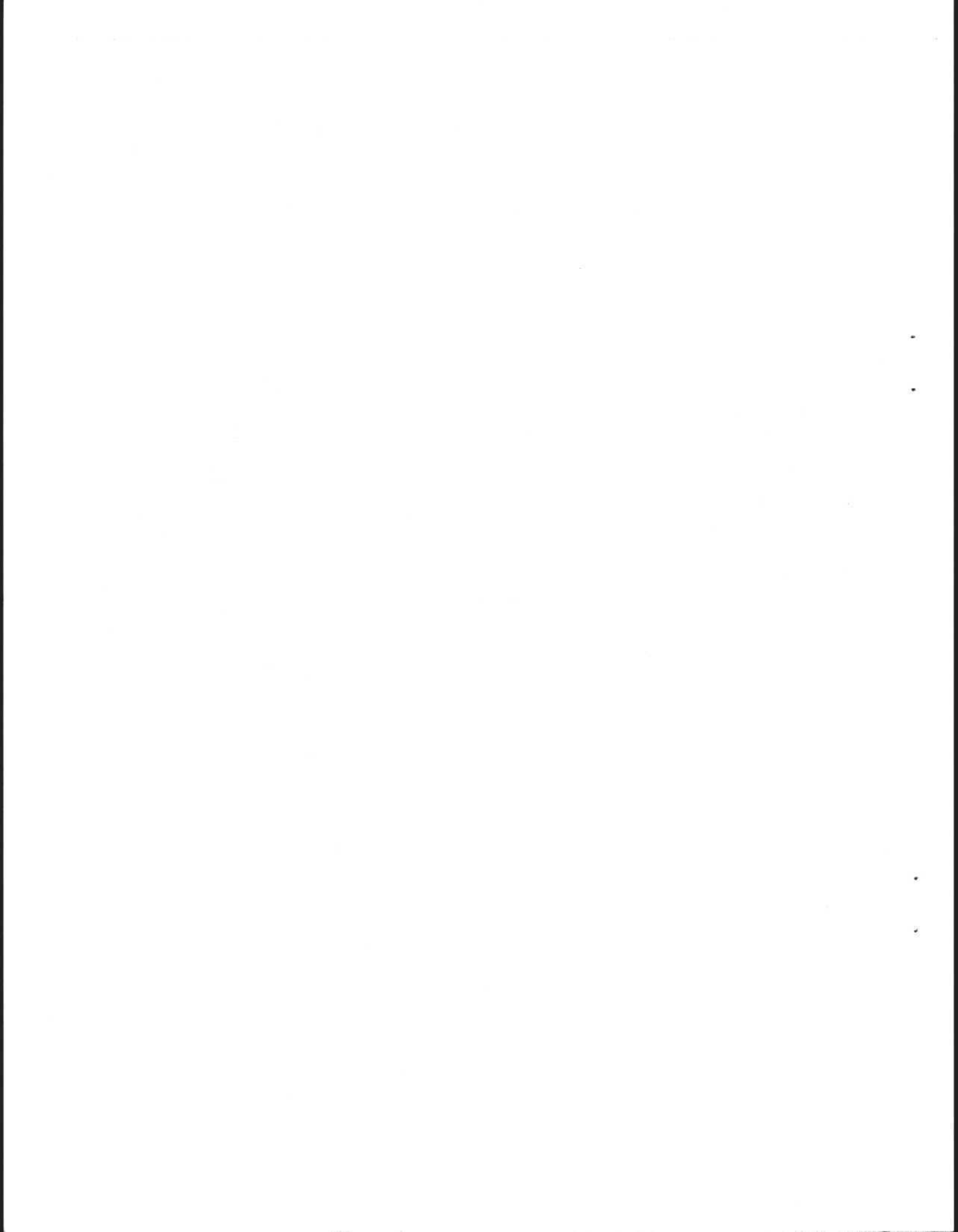
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
14	\$13.4471 \$26,221.76	\$13.5774 \$26,476.00	\$13.9258 \$27,155.36	\$14.8711 \$28,998.59	\$15.9010 \$31,006.95	\$17.0014 \$33,152.78	\$18.2008 \$35,491.59	\$19.4707 \$37,967.88
15	\$13.6640 \$26,644.82	\$14.2101 \$27,709.74	\$14.5749 \$28,421.06	\$15.5623 \$30,346.44	\$16.6627 \$32,492.27	\$17.8198 \$34,748.52	\$19.0756 \$37,197.36	\$20.3877 \$39,756.00
16	\$14.2988 \$27,882.65	\$14.8707 \$28,997.77	\$15.2518 \$29,741.05	\$16.3384 \$31,859.83	\$17.4531 \$34,033.52	\$18.6523 \$36,371.93	\$19.9503 \$38,903.12	\$21.3330 \$41,599.44
17	\$14.9865 \$29,223.74	\$15.5859 \$30,392.54	\$15.9859 \$31,172.49	\$17.1143 \$33,372.81	\$18.2995 \$35,683.97	\$19.5552 \$38,132.60	\$20.9239 \$40,801.67	\$22.3772 \$43,635.46
18	\$15.7008 \$30,616.46	\$16.3287 \$31,840.98	\$16.7475 \$32,657.60	\$17.9186 \$34,941.31	\$19.1602 \$37,362.48	\$20.4723 \$39,920.92	\$21.9114 \$42,727.26	\$23.4070 \$45,643.61
19	\$16.4549 \$32,087.03	\$17.1130 \$33,370.35	\$17.5518 \$34,226.10	\$18.7652 \$36,592.17	\$20.0773 \$39,150.81	\$21.4600 \$41,846.92	\$22.9414 \$44,735.82	\$24.5358 \$47,844.75
20	\$17.2218 \$33,582.60	\$17.9108 \$34,926.15	\$18.3701 \$35,821.64	\$19.6683 \$38,353.24	\$20.9943 \$40,938.93	\$22.4757 \$43,827.63	\$24.0418 \$46,881.45	\$25.6927 \$50,100.80
21	\$18.0156 \$35,130.40	\$18.7361 \$36,535.42	\$19.2166 \$37,472.30	\$20.5712 \$40,113.91	\$21.9961 \$42,892.39	\$23.5340 \$45,891.30	\$25.1707 \$49,082.79	\$26.9061 \$52,466.87

COME A UNIT I  
 JULY 1, 1998 TO JUNE 30, 1999  
 SALARY WAGE SCHEDULE

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
3	\$8.0792 \$15,754.40	\$8.4022 \$16,384.28	\$8.6177 \$16,804.42	\$9.1992 \$17,938.43	\$9.8529 \$19,213.19	\$10.5361 \$20,545.35	\$11.2625 \$21,961.91	\$12.0472 \$23,492.00
4	\$8.4743 \$16,524.82	\$8.8132 \$17,185.73	\$9.0391 \$17,626.34	\$9.6639 \$18,844.54	\$10.3179 \$20,119.94	\$11.0156 \$21,480.37	\$11.7857 \$22,982.18	\$12.5995 \$24,569.04
5	\$8.8557 \$17,268.66	\$9.2100 \$17,959.53	\$9.4459 \$18,419.55	\$10.1000 \$19,694.95	\$10.8121 \$21,083.66	\$11.5534 \$22,529.13	\$12.3381 \$24,059.22	\$13.2243 \$25,787.46
6	\$9.2916 \$18,118.64	\$9.6633 \$18,843.49	\$9.9111 \$19,326.72	\$10.5797 \$20,630.39	\$11.3206 \$22,075.23	\$12.1054 \$23,605.53	\$12.9338 \$25,220.88	\$13.8348 \$26,977.81
7	\$9.7003 \$18,915.66	\$10.0883 \$19,672.16	\$10.3471 \$20,176.91	\$11.0881 \$21,621.75	\$11.8295 \$23,067.44	\$12.6578 \$24,682.78	\$13.5587 \$26,439.50	\$14.4888 \$28,253.20
8	\$10.1907 \$19,871.78	\$10.5987 \$20,667.53	\$10.8705 \$21,197.39	\$11.6260 \$22,670.72	\$12.4250 \$24,228.67	\$13.2679 \$25,872.50	\$14.1837 \$27,658.13	\$15.1720 \$29,585.36
9	\$10.6518 \$20,770.93	\$11.0802 \$21,606.35	\$11.3645 \$22,160.69	\$12.1490 \$23,690.57	\$12.9774 \$25,305.92	\$13.8784 \$27,062.85	\$14.8522 \$28,961.80	\$15.9129 \$31,030.20
10	\$11.1718 \$21,785.08	\$11.6185 \$22,656.16	\$11.9166 \$23,237.31	\$12.7304 \$24,824.37	\$13.6022 \$26,524.33	\$14.5613 \$28,394.59	\$15.5786 \$30,378.37	\$16.6398 \$32,447.61
11	\$11.6895 \$22,794.59	\$12.1569 \$23,705.98	\$12.4688 \$24,314.13	\$13.3117 \$25,957.75	\$14.2418 \$27,771.45	\$15.2447 \$29,727.17	\$16.3054 \$31,795.56	\$17.4245 \$33,977.70
12	\$12.2346 \$23,857.49	\$12.7240 \$24,811.71	\$13.0501 \$25,447.72	\$13.9948 \$27,289.91	\$14.9684 \$29,188.44	\$15.9856 \$31,172.01	\$17.0902 \$33,325.87	\$18.2670 \$35,620.69
13	\$12.8475 \$25,052.69	\$13.3612 \$26,054.40	\$13.7038 \$26,722.48	\$14.6343 \$28,536.81	\$15.6369 \$30,491.89	\$16.7268 \$32,617.27	\$17.9041 \$34,912.93	\$19.1391 \$37,321.28

54

3.0% Increase





COME A UNIT I  
 JULY 1, 1998 TO JUNE 30, 1999  
 HOURLY WAGE SCHEDULE  
 PAGE TWO

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
14	\$13.8505 \$27,008.41	\$13.9848 \$27,270.28	\$14.3436 \$27,970.02	\$15.3172 \$29,868.55	\$16.3780 \$31,937.16	\$17.5115 \$34,147.36	\$18.7468 \$36,556.34	\$20.0548 \$39,106.92
15	\$14.0739 \$27,444.16	\$14.6364 \$28,541.03	\$15.0121 \$29,273.69	\$15.0121 \$29,273.69	\$17.1626 \$33,467.04	\$18.3543 \$35,790.98	\$19.6478 \$38,313.28	\$20.9993 \$40,948.68
16	\$14.7278 \$28,719.13	\$15.3168 \$29,867.70	\$15.7094 \$30,633.28	\$16.8285 \$32,815.63	\$17.9767 \$35,054.53	\$19.2118 \$37,463.09	\$20.5488 \$40,070.21	\$21.9730 \$42,847.42
17	\$15.4361 \$30,100.46	\$16.0535 \$31,304.31	\$16.4655 \$32,107.66	\$17.6277 \$34,373.99	\$18.8485 \$36,754.49	\$20.1418 \$39,276.58	\$21.5517 \$42,025.72	\$23.0485 \$44,944.52
18	\$16.1718 \$31,534.96	\$16.8186 \$32,796.21	\$17.2499 \$33,637.33	\$18.4562 \$35,989.55	\$19.7351 \$38,483.36	\$21.0864 \$41,118.55	\$22.5688 \$44,009.08	\$24.1092 \$47,012.92
19	\$16.9485 \$33,049.64	\$17.6264 \$34,371.46	\$18.0784 \$35,252.88	\$19.3282 \$37,689.93	\$20.6797 \$40,325.33	\$22.1038 \$43,102.33	\$23.6297 \$46,077.90	\$25.2718 \$49,280.10
20	\$17.7385 \$34,590.08	\$18.4482 \$35,973.93	\$18.9212 \$36,896.29	\$20.2584 \$39,503.84	\$21.6242 \$42,167.10	\$23.1500 \$45,142.45	\$24.7630 \$48,287.89	\$26.4635 \$51,603.83
21	\$18.5561 \$36,184.32	\$19.2982 \$37,631.48	\$19.7931 \$38,596.46	\$21.1884 \$41,317.33	\$22.6560 \$44,179.16	\$24.2400 \$47,268.04	\$25.9258 \$50,555.28	\$27.7133 \$54,040.87

55

## MEMORANDUM OF UNDERSTANDING

**TO:** Bucky Brooks, President of COMEA Unit I

**FROM:** Joseph S. Lybik, Director of Personnel & Labor Relations

**SUBJECT:** TV Sewer Inspection Truck

**DATE:** June 3, 1985

This letter will serve to confirm certain understandings reached between the City of Monroe and COMEA Unit I during the recent contract negotiations. The parties have agreed that the piece of equipment commonly referred to (TV Sewer Inspection Truck) is not the property of the City of Monroe. The vehicle was purchased and paid for by the Wastewater Control Board and is stored at the Department of Public Services and under the direct control of the Director of DPS for the sole purpose of inspecting and investigating the sanitary sewer system served by the Monroe Waste Treatment Plant.

This vehicle is operated by employees represented by COMEA Unit I who have been trained in its operation. The current group of employees are members of the Department of Public Services and the Engineering Department who are qualified to make inspections and recommendations on the system.

The parties also recognize that in the utilization of this equipment a member of COMEA Unit I will be the Supervisor and directly responsible for the technical operation and direction of necessary employees in the field.

In September, 1988 the TV Sewer Inspection Truck was relocated to the Wastewater Treatment Facility and is now under the direct control of the Collection System Superintendent.

***\*Carried Forward in 1997 Agreement.***

## MEMORANDUM OF UNDERSTANDING

**TO:** Kimberly Lemanski, COMEA President  
**FROM:** Joseph S. Lybik, Director of Personnel & Labor Relations  
**SUBJECT:** Reimbursement of Certifications and Licenses  
**DATE:** September, 1997

This letter will serve to confirm certain understandings reached between the City of Monroe and COMEA Unit I during the recent contract negotiations. The parties agreed during negotiations to reimburse the cost of state certification or licenses for those specific job classifications required to hold such certification or licenses. The classifications covered but not limited to under this contract are:

- Assessor Levels 1 - 4
- Assistant Building Inspector
- Building Inspector
- Plumbing Inspector
- Electrical Inspector
- Electrician at Water Maintenance
- Electrician at D.P.S.
- Electrician at Wastewater

It is understood that these classifications are not covered under Ordinance #79-023. Which specifically covers classifications in Water and Wastewater operations which may be included in this bargaining unit. The parties will review this process in the next contract negotiations.

**JOB CLASSIFICATIONS**  
June 30, 1991 (Revised October 25, 1993)

**GRADE 3**

Clerk/Typist  
Receptionist  
Downtown Parking Enf.  
Officer

**GRADE 4**

Clerk Typist II  
Police Property Clerk

**GRADE 5**

Departmental Secretary  
Stores & Equipment Clerk

**GRADE 6**

Departmental Secretary II  
Data Entry Clerk I  
Cashier

**GRADE 7**

Clerk Matron  
Departmental Aide  
Meter Reader  
Custodian

**GRADE 8**

Drafting Specialist  
Engineering Aide

**GRADE 9**

Administrative Secretary

**GRADE 10**

Laboratory Technician  
Computer Operator  
Housing Rehab Specialist  
Deputy City Clerk  
Deputy City Treasurer  
Accountant I

**GRADE 11**

Purchasing Assistant  
Senior Drafting Specialist

**GRADE 12**

Building/Zoning Inspector I  
Chief Meter Reader  
Computer Programmer  
Materials Expeditor  
Property Appraiser I

**GRADE 13**

Construction Inspector

**GRADE 14**

Crew Supervisor  
Equipment & Stores  
Supervisor  
Economic Develop.  
Coordinator  
Planner  
Accountant II  
Water Distribution Supervisor  
Forestry Crew Supervisor  
Maintenance Supervisor -  
WW  
Recreation Supervisor

**GRADE 15**

Property Appraiser  
Electrician  
Data Processing Technician

**GRADE 16**

Assistant WW Director  
Superintendent  
Building/Zoning Inspector II  
Engineering Technician  
Plumbing Inspector  
Chemist  
Survey Crew Leader  
Electrical Inspector  
C o l l e c .      S y s t e m  
Superintendent  
Asst. W Treatment Supervisor

**GRADE 17**

Accountant III

**GRADE 18**

Systems Analyst  
Asst. Dir. of Building & Zoning  
Principal Planner

**GRADE 19**

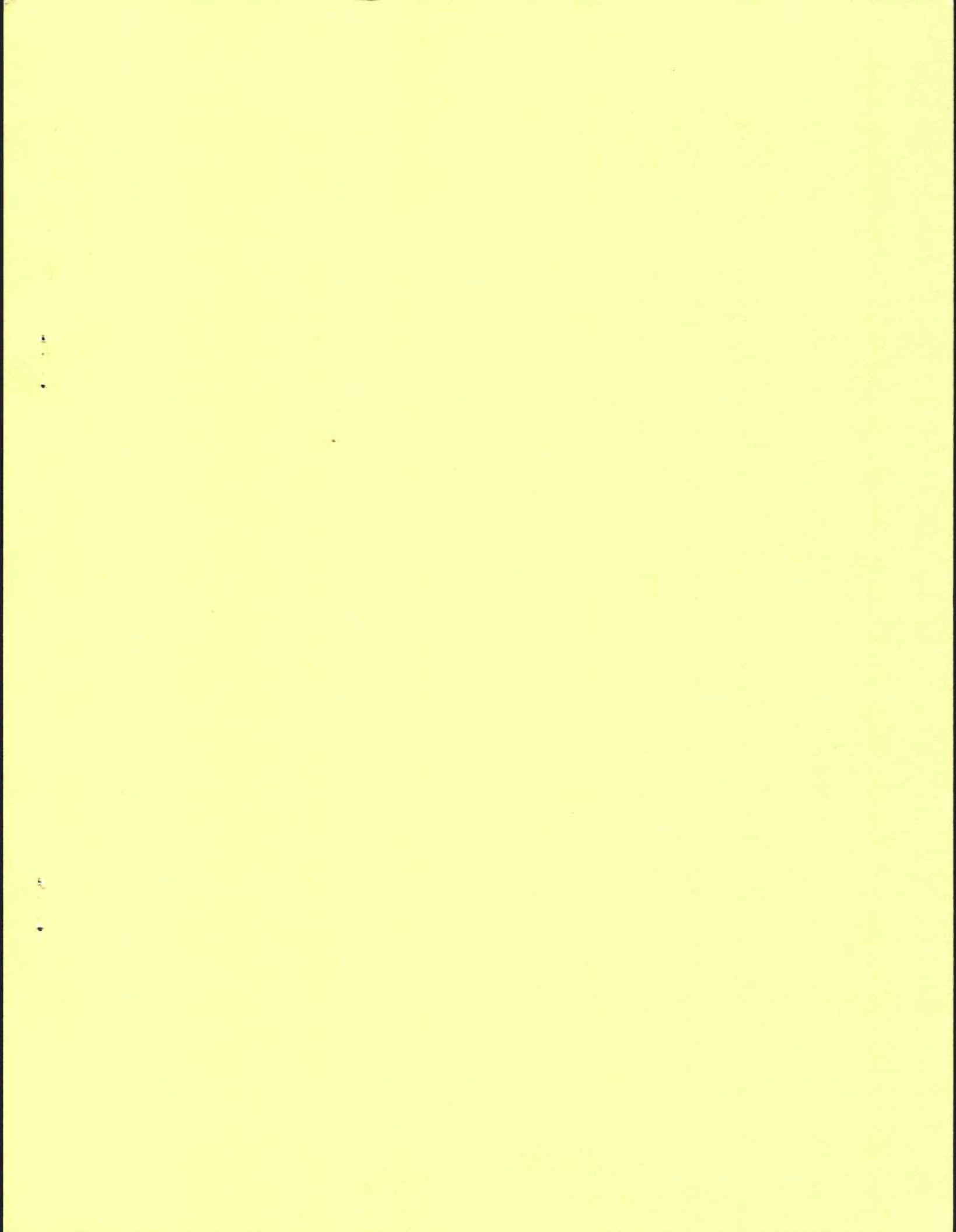
Project Engineer

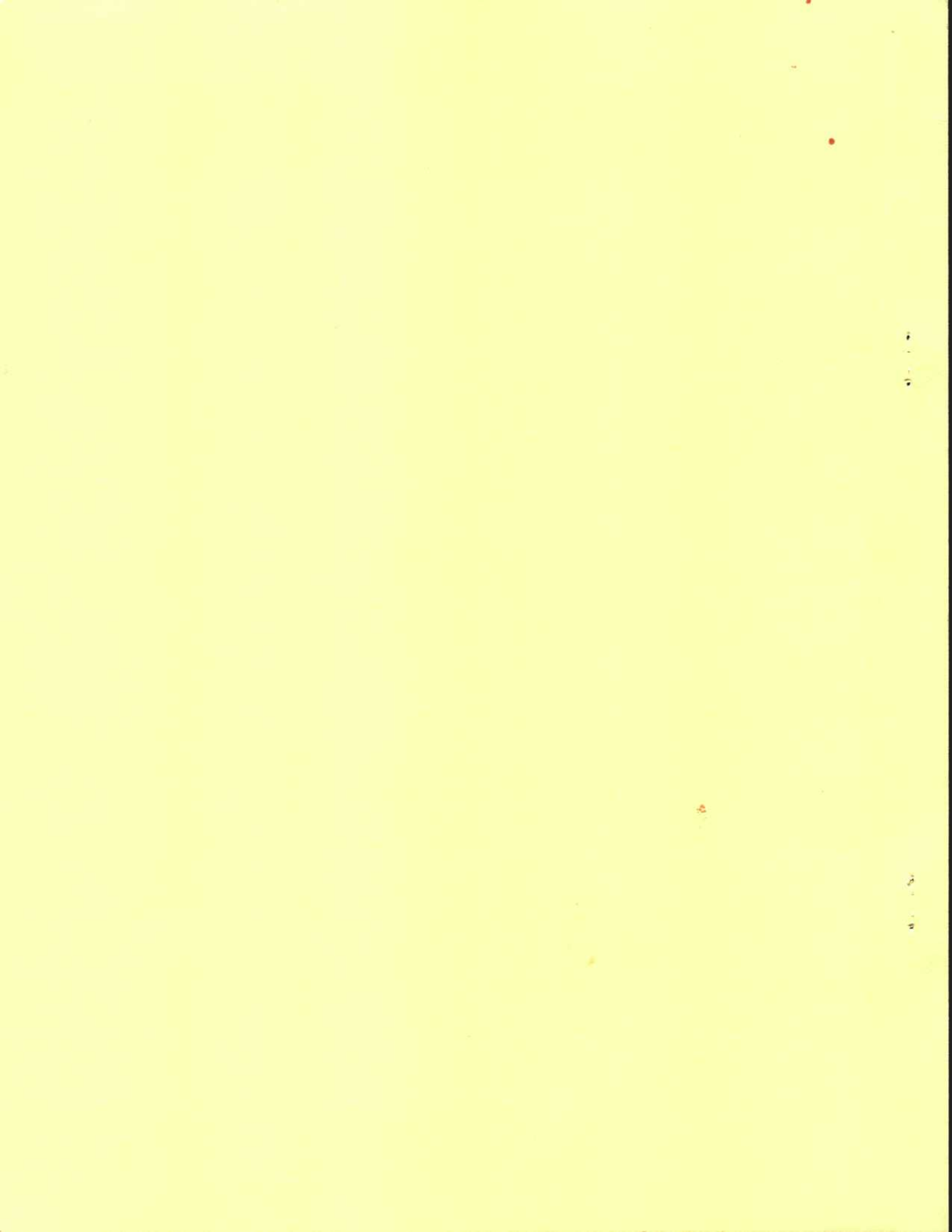


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WOODTICK PENINSULA





## ARTICLE I

### RECOGNITION

**Section 1:** The City hereby recognizes the Association as the sole exclusive representative for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees who are members of the Association pursuant to and in accordance with the provision of Act #336 of the Public Acts of 1947, as amended.

**Section 2:** The City recognizes the Association as the agent for bargaining for all employees of the City of Monroe who are not presently represented by a labor organization excluding all seasonal employees, casual employees, on-call employees, confidential employees and supervisors.

**Section 3:** All employees employed before or after ratification of this Contract, as a condition of continued employment by the City of Monroe, shall either:

- A. Sign and deliver to the City an assignment authorizing deduction of membership dues of the Association within thirty (30) days of the date of this Contract or first date of employment, whichever is later, or
- B. Cause to be paid to the Association a representation fee equivalent to the dues and fees of the Association by authorizing the deduction of such in writing within thirty (30) days of the first date of permanent employment, or within thirty (30) days of the date of this Contract, whichever is later, or
- C. Cause to be paid directly to the Association said representation fee within thirty (30) days of the first date of employment, or within thirty (30) days of the date of this Contract, whichever is later.



In the event that any employee shall fail to comply with either of the three (3) preceding subparagraphs, the City, upon receiving a signed statement from the Association indicating the employee has failed to comply therewith, shall immediately notify said employee his services shall be discontinued within thirty (30) days from the date of said notice. The refusal of any employee to contribute fairly to the costs of negotiations and administration of this and subsequent contracts is recognized as just and reasonable cause of termination of employment.

**D.** The City shall forward to the Association all dues and representation fees deducted from employees pursuant to authorization within thirty (30) days after such deductions have been made.

**E.** The Association shall indemnify and save the City harmless from any liability that may arise out of the City's reliance upon any payroll deduction authorization cards presented to the City by the Association.

**Section 4:** The City shall maintain the existing bulletin boards at each facility for posting of legitimate Association business.

**Section 5:** The Association may schedule meetings in writing in the Council Chambers or other meeting rooms insofar as such meetings do not conflict with official City Council meetings or various board meetings.

**Section 6:** Any Association member who is involved in union business including contract negotiations while on duty shall suffer no loss in pay for such activity if they advise their immediate supervisor or department head in writing.

Any employee involved in a grievance procedure shall first notify his supervisor before leaving their job or work station.

**Section 7:** Any Association member who is involved in contract negotiations while on duty will abide by the ground rules for negotiations agreed upon by the City of Monroe and the Association.