

6793

6/30/2006



CONTRACT

Between

**COMECA
Unit II**

and the

**City of Monroe,
Michigan**

July 1, 2001 to June 30, 2006

Monroe, City of

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AGREEMENT

This Agreement, entered into this day of _____ by and between the City of Monroe, a municipal corporation, hereinafter referred to as the City and City of Monroe Employees Association, Unit II hereinafter referred to as the "Association".

This Agreement is effective: **July 1, 2001**.

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

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

The Association further recognizes the essential public service(s) here involved and the general health, welfare and safety of the community and agrees to encourage the utmost 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 I

RECOGNITION

Section 1: The City of Monroe hereby recognizes the City of Monroe Employees Association - Unit II as the official representative for the 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.

Section 2: This Association shall include the following positions:

- A. Recreation Superintendent
- B. Engineering Supervisor
- C. Superintendent of Water Treatment
- D. Field Superintendent for Maintenance & Service
- E. Information Technology Supervisor
- F. Assistant Director of Wastewater Treatment
- G. Assistant Director of Building and Zoning
- H. Assistant Director of Public Service & Airport Manager
- I. Record System Supervisor (Police)**

Section 3: Definitions

- A. Member - Member as herein shall include all employees represented by the Association.
- B. Permanent Employee - A permanent employee shall be a new employee who has completed his six (6) months probationary period.
- C. Hourly Rate - Shall be the annual salary divided by 2,080 hours per year.

Section 4: The members of the Association report to and receive direction from the City Manager or his designee.

ARTICLE II

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 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 right to decide the number and location of work stations, related work to be performed within the bargaining 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 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 provide safe places and conditions of employment and specifically including the providing of safe and adequately maintained vehicles for the utilization of the employees herein where needed. The Association and the City agree that they will cooperate in encouraging all 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 violative of any other provision of this Agreement.

ARTICLE III

CHECK-OFF OF MEMBERSHIP DUES AND AGENCY SHOP

Section 1: All members employed on or after July 1, 1975 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 first date of permanent employment or within thirty (30) days of the date of this Agreement, 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 Agreement, 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 permanent employment or within thirty (30) days of the date of this Agreement, 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 terminated 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 agreements is recognized as just and reasonable cause for termination of employment.

Section 2: 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, together with a list of those employees for whom the deductions have been made.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1: A grievance is a dispute between the parties concerning the meaning, application or interpretation of this Agreement, 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.

Section 2: Procedure

STEP 1: Any employee having a grievance shall first take up the matter with their direct supervisor. The employee may have an Association representative present. If the grievance is not settled, it shall be reduced to writing and signed by the employee and submitted to the Supervisor within five (5) working days of the incident causing the grievance.

STEP 2: The written grievance will then be discussed between the employee, an Association representative and the Personnel Director. The Personnel Director shall be responsible for setting up the meeting within three (3) working days of receipt of the written grievance. Within five (5) working days of the meeting, the Personnel Director will give his decision in writing.

STEP 3: If the grievance is still not settled, the Association shall request in writing to the City Manager within five (5) working days of the receipt of the Personnel Director's written decision, a meeting between the Association and the City Manager. The meeting will be held within three (3) working days of the receipt of the request and the decision of the City Manager shall be issued in writing within three (3) working days thereafter.

STEP 4: If a settlement is not reached in STEP 3, the Association shall have (10) working days in which to invoke arbitration.

When either party receives a letter of intent to arbitrate, the parties shall select an arbitrator. The parties shall create a list of Arbitrators and in the event of need shall select (use) the Arbitrator available at the earliest possible date.

Section 3:

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

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

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

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

Section 4:

A. No employee shall be disciplined or discharged without just cause.

B. Any employee who is reinstated after discharge shall, within fourteen (14) days, be returned to duty with the City of Monroe at the same rate of pay, or as may be agreed to by the parties, or as may be determined by the arbitration panel, pursuant to the grievance procedures herein before set forth.

C. No Claim for Back wages shall exceed the amount of wages the employee would otherwise have earned at his 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.

Section 5:

A. A copy of any written record reflecting upon the capability of professional employment of the employee that is placed in his or her personnel record must be sent to the employee and the Association.

B. An employee shall have access to his or her personnel file upon written request to the City Personnel Director.

C. Written records uncomplimentary of an employee shall be retained in the employee's personnel file shall not exceed one (1) year from the date of entry.

Section 6: The employer 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 adjustments 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 7: Safety Grievance

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

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

Section 8: Disciplinary Procedures

A. If an employee repeatedly violates posted City rules and regulations, they shall be given written reprimand within three (3) days with the same being entered in their personnel record file. Repeated violations will result in further discipline action up to and including discharge.

B. 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/her discharge or suspension with the Association representative before he/she is required to leave the property of the City.

C. 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 twelve (12) 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.

ARTICLE V

WAGES

Section 1: Wages

A. Effective July 1, 2001 members of COMEA Unit II will begin to be paid a 40 hour work week, 2080 hrs. per year. Plus a 2.5% pay increase in all pay grades.

- July 1, 2002 – 2.5% increase
- July 1, 2003 – 2.5% increase
- July 1, 2004 – 2.5% increase
- July 1, 2005 – 2.5% increase

See Addendum A for Wage Scale.

Section 2: Vacancy

A. When the City fills a vacancy within this Unit, it shall pay according to the rate levels negotiated. The City can start an individual at any step within the pay grades. No member of this Unit shall be compensated below the starting rate for the position. The individual shall have a six (6) Month review by the City Manager.

1. Probationary Period. All full-time employees shall serve a six (6) month probationary period, uninterrupted by any type of service break, during which time they will be termed "probationary employees".
 - a. 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.
 - b. After successful completion of the probationary period, the employee's seniority shall date from the time of hire.

- c. Seniority serves only as a qualification for benefits as expressly provided for in this Agreement and for no other Purpose.

B. When a vacancy occurs, the City shall notify the association in writing of its intent.

The following procedure shall be followed when filling a vacancy:

1. The position shall be posted on the Association bulletin board and throughout each department for a period of five (5) working days. The posting shall contain a specific job description, requisite qualifications, and applicable rates of pay.
2. Eligible employees may sign the posting in the Personnel office.
3. The Association shall be provided with a list of Unit II employees who signed the posting.
4. Evaluation of employee(s) eligibility for a position shall be conducted by a committee appointed by the City Manager. The evaluation criteria shall include education and training, experience, aptitude, and any other that may indicate candidate's suitability for the job.
5. The Unit II employee selected to fill the vacancy shall be offered the position in writing.
6. An employee may waive the offer of such a vacancy without prejudice, but must do so in writing.
7. The successful candidate shall assume his new position within two (2) weeks of acceptance of the position.
8. When a position is filled by an employee in a lower pay grade, the employee shall be started at a step in the new classification which guarantees a raise.
9. If no Unit II employee applies for or otherwise is not selected for a vacant position,

the City will make the position available to Unit I employees following the procedure outlined above.

10. If no Unit II or Unit I employee is placed in the vacant position, the City may make the position available to the public requiring the same qualifications.

Section 3: Severance Pay

A. In the event an employee is terminated by the City of Monroe before the expiration of the term of this contract, in that event the City agrees to pay the employee a lump-sum cash payment equal to one (1) month's salary, provided, however, that in the event the employee is terminated because of his conviction of any illegal act involving personal gain to him then in that event the Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

ARTICLE VI

HOURS OF WORK

All employees in the Association shall work a minimum of **forty hours (40) per week**. This equates to **2,080** hours/yr. Annual salaries for these positions shall be divided by **2,080** hours to establish an hourly rate.

ARTICLE VII

JOB EVALUATION

Section 1: The City of Monroe shall establish and maintain an up-to-date classification and job evaluation plan for the employees of this Unit.

Section 2: If an employee feels that his job classification is unequitable or has changed through an increase in responsibility, that employee may file a written request with the Personnel Office for a hearing before the Job Evaluation Committee.

Section 3: 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 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 decision will be implemented. It is understood and agreed that the decision of the Committee is final and binding and not reviewable through the Grievance procedure other than as it relates to the fairness of the procedure.

The following is a detailed outline for specific points of operations as regards the plan:

- A. Employee(s) request a Reclassification Questionnaire from the Personnel Department.
 - 1. Questionnaire will be dated and numbered. This document will also be dated again upon receipt by the Personnel Department from the employee.
 - 2. Questionnaire will be returned directly to the Personnel Department completed and with any additional information on separate sheets.

3. Completed questionnaire will be forwarded to the Committee with the present job description.
4. Department Head will be sent a copy of the questionnaire by the Personnel Department and is required to respond within five working days to the Personnel Department.
5. After receipt of all the information the Committee will convene to review the questionnaire and the Department Head response. This material shall remain confidential.
6. If the Committee desires, it shall have the right to interview any individual deemed necessary.
7. 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.
8. Implementation shall take place on the first Monday of the next pay period after the decision is handed down and is retroactive to questionnaire receipt date.
9. The Committee shall place the person in a pay step that represents an increase if the decision is favorable.

Section 4: Job Evaluation Committee

A. The following Job Evaluation Committee shall be made up of five (5) members in the following manner:

1. Two (2) representatives of City Management.
2. Two (2) representatives of COMEA - Unit II.
3. One (1) representatives agreed upon by Management and the Association.

B. Powers

1. To review and evaluate position classifications within Unit II in the City of Monroe.

The decision of the Evaluation Committee shall be final.

ARTICLE VIII

FRINGE BENEFITS

Section 1: In addition to the salaries received, said members of this Unit shall also receive as part of their compensation or salaries, benefits which are as follows:

A. Vacations

1. Each employee who has at least one (1) year's seniority shall, after the completion of his first and subsequent full years of service in fulltime 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 hourly rate which is in effect at the time he takes his vacation. A full year of service in permanent fulltime status means and requires that an employee must actually have worked at least **2,080** hours in such status for the Employer during a year starting at the commencement of his/her anniversary date; provided that vacation, disciplinary action involving time off, sick leave, indemnity pay, personal leave days and holidays shall be deemed for this purpose to have been worked. **All vacation accumulated as of July 1, 2001 will be carried over based on actual hours accumulated based on a 7.5 hr. work day.**

2. **All vacation time earned after a July 1 anniversary will be earned at 8 hour days.**

Employees shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Maximum (2 yr.) Carry-Over</u>
one to five years	80.0	160.0
6	88.0	176.0
7	96.0	192.0
8	104.0	208.0
9	112.0	224.0
10	120.0	240.0
11	128.0	256.0

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Maximum (2 yr.) Carry-Over</u>
12	136.0	272.0
13	144.0	288.0
14	152.0	304.0
15	160.0	320.0
16	164.0	328.0
17	168.0	336.0
18	172.0	344.0
19	176.0	352.0
20	180.0	360.0
21	184.0	368.0
22	188.0	376.0
23	192.0	384.0
24	196.0	392.0
25	200.0	400.0
26	200.0	400.0
27	204.0	408.0
28	208.0	416.0
29	212.0	424.0
30	216.0	432.0

3. 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 date.

4. Use of vacation shall be subject to the approval of the City Manager or his designee.

5. If the use of vacation is denied, and such denial results in a loss of vacation time by the employee as related in Paragraph 3 above, then the employee shall be paid, at his current hourly rate, for such lost vacation hours. Payment must be approved by the City Manager or his designee.

6. In the case of an employee whose service is terminated by a resignation, discharge or death, his accrued vacation pay will be paid to the employee or his legal representative, as the case may be.

B. Personal Leave Days

All employees represented by this Unit will be allowed sufficient time off for personal use. It is expected that employees will inform the City Manager or his designee of such intended leave

in advance. Abuse of this benefit by any employee may lead to review by the City Manager and may lead to its discontinuance.

C. Pension

1. The pension plan in effect on July 1, 1982 is still in effect.

2. Effective January 1, 1984, the City shall provide hospitalization and prescription rider for retirees and spouse at retirement. If the retiree desires coverage for other dependents still under his care, he shall bear that cost. If the cost of dependents coverage dictate an increase or decrease in those premium rates, then payment adjustments will be made at that time. Coverage for the retiree and spouse will be at the regular employee levels **including master/major medical coverage** until the retiree is covered under Medicare. If the retiree and spouse are covered under Medicare, then the City will provide supplemental coverage as required.

In the event that a retiree obtains employment elsewhere after his retirement where hospitalization is provided, the City shall not provide coverage while the retiree is so employed. The retiree will yearly provide the City with an update on his status.

Upon termination of subsequent employment, the retiree, after giving notice to the City, will resume with the City retiree hospitalization insurance in effect at the time of return.

Also, if the employee (retiree) is employed long enough to obtain a pension and health insurance as provided, equal or greater than that provided to the retiree as a City retiree, the City will have no liability for hospitalization insurance.

Upon death of the retiree, the City's obligation shall continue until the death or remarriage of the spouse.

3. Employees represented by the Unit shall be eligible for early retirement benefits under the Pension Plan if/when:

- a. The individual has attained the age of fifty-five (55) years and has twenty-five (25) or more years of credited service; or
- b. The individual has attained the age of sixty (60) years and has ten (10) or more years of credited service; or
- c. The individual has attained the age of sixty-five (65) years and has five (5) or more years of credited service;
- d. For the purpose of calculating retirement amounts the highest three (3) years of the last ten (10) year period prior to the date of retirement shall be the final average compensation;
- e. Effective January 1, 1990 members of C.O.M.E.A. Unit II who retire on or after that date will receive the multiplier increase to 2.1% for years of service. Effective with the first payroll in February, 1990 members of Unit II shall contribute 3% contribution to the Pension Fund. Effective January 1, 1991 the multiplier will increase to 2.2% x years of service. Also, the contribution rate will increase to 4% for all employees in Unit II effective with the first payroll of the new calendar year. The Plan will be amended to provide for employees contribution before taxes, as permitted by I.R.C. Section 414(H), and increase amount of employees contribution to 4% of pay before taxes, during this contract.

4. Effective 1-1-88 members of COMEA Unit II will have the opportunity to apply for "Special Early Retirement". Early retirement is available when a member reaches age 50 or older and is vested in the Plan. Upon opting for early retirement the employee will have the option of receiving a benefit equal to the Actuarial equivalent of the accrued normal retirement benefit. The

benefit is determined by calculating the accrued straight life benefit payable at age 60 and applying the early commencement factor - 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 this would (will) pay 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	0.90
58	0.82
57	0.74
56	0.68
55	0.62
54	0.56
53	0.51
52	0.47
51	0.43
50	0.40

5. 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.

6. Pension: COLA

Effective 1/1/96, employees of COMEA Unit II, at the time of ratification, shall be eligible, upon retirement, for an annual pension adjustment equal to the percentage of the cost of living increase announced by the Social Security Administration as applicable to Social Security benefits. Said adjustment shall be subject to a maximum adjustment of 2%, be non-compounding, shall be

calculated using the employees original retirement compensation figure on each anniversary of the employees retirement. The adjustment figure shall be added to the employees retirement compensation figure that is in affect immediately prior to the employees retirement anniversary. The amount payable following the adjustment shall never be less than the amount paid prior to the adjustment. Should the Social Security Administration make any substantial change to the basis or the method by which it determines the cost of living increase, the City and Association shall select a replacement basis or method that reproduces the intent of the Social Security basis or method as was in place in 1996 as closely as possible.

For purposes of understanding, the following example is provided:

An employee's monthly retirement compensation established at the date of retirement is \$1,000.00. The cost of living increase announced by Social Security is 2.0%.

COLA adjustment: $.02 \times \$1,000.00 = \20.00

The employees compensation will be $\$1,000.00 + \$20.00 = \$1,020.00/\text{mo.}$

Year #2, the cost of living increases 1.3%:

COLA adjustment: $.013 \times \$1,000.00 = \13.00

Previous year compensation figure = \$1,020.00/mo.

New compensation amount = $\$1,020.00 + \$13.00 = \$1,033.00/\text{mo.}$

Year #3, the cost of living increases 0.0%

COLA adjustment: $.00 \times \$1,000.00 = \0.00

Previous year compensation figure = \$1,033.00

New compensation amount = $\$1,033.00 + \$0.00 = \$1,033.00/\text{mo.}$

Year #4, the cost of living increase 2.3%: (Max. permitted adjustment = 2.0%)

COLA adjustment: $.02 \times \$1,000.00 = \20.00

Previous year compensation figure = \$1,033.00

New compensation amount = $\$1,033.00 + \$20.00 = \$1,053.00/\text{mo.}$

D. Longevity Pay:

\$50.00 x years of service for each year effective 7/1/84.

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

E. Holidays:

1. Each employee of this Unit shall be paid for the following holidays. There shall be no eligibility requirement other than as a member of this Unit, and Item a.

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Birthday (3rd Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th 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)

a. 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 the City Manager an excuse for his failure to do so which is acceptable to the City Manager and which must be supported by satisfactory proof.

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

3. Each employee who is eligible under the provisions of this Section to be paid for any such holiday shall be paid **eight (8)** hours pay therefore, computed at their current hourly rate which is in effect on that holiday.

F. Sick Leave

1. Each employee shall be entitled to **eight (8)** hours of paid sick leave per month credited as of the last calendar day of each month, provided, however, the employee was present at least ten (10) working days during the month. If an eligible employee is on leave of absence during his benefit year, they shall not receive credit for any paid sick leave during the term of such leave.

2. Each eligible bargaining unit employee will be allowed to accrue sick time up to **one hundred (100) days**.

3. 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 the employee is unable to perform scheduled work or that it would be unsafe or unwise to expose others to the condition. Sick leave does not include absence due to any condition which is self-induced or the result of the employee's own willful misconduct. If requested by the City, the employee shall furnish acceptable proof that the absence from work is due to one of such included causes.

4. Each employee is required to notify the City Manager or the designee no later than one-half (1/2) hour after the start of the shift, if the employee 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 the employee's control, will result in a written reprimand for the first offense, an **eight (8)** hour suspension for the second offense, a **twenty-four (24.0)** 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.

5. All paid leave days shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

6. If the employee so elects, vacation leave may be used for sick leave benefits.

G. Sick Leave Bonus

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 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 31st. In order to be eligible for this payment, the individual must be a fulltime permanent employee with six months of service as of December 31st.

1. 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 G thereof.

H. Emergency Leave

1. In the event that a member of the immediate family as defined in Section I 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-four (24) 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.

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

I. Bereavement Leave

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

2. The maximum duration of such Bereavement Leave will be **forty (40) hours** in case of the death of employee's spouse or children, **twenty-four (24) hours** in case of the death of the employee's brother, sister, parent, parent-in-law, grandchildren **or grandparent** and **eight (8) hours** in case of the death of the spouse's grandparents, brothers-in-law and sisters-in-law.

3. Immediate family shall be defined to include wife/husband, children, brother, sister, parent and parent-in-law, grandparents, spouse's grandparents, grandchildren, brothers-in-law and sisters-in-law.

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

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

J. Life Insurance

Each employee covered by this Agreement 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. For accidental death the above coverage is doubled. Life insurance is based upon regular earnings exclusive of any bonus or premium pay.

K. Indemnity Pay

When an employee receives their last regular pay check while on sick leave, the employee will be eligible for twenty-six (26) weeks indemnity pay. Indemnity pay will be calculated at forty percent (40%) of the employees base pay with a minimum of \$125.00 Per week. In order to be eligible for this benefit, the individual must be a fulltime 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.

L. Long Term Disability

The City of Monroe shall furnish a Long-term Disability Plan to the insurance coverage already provided the members of this bargaining unit. The payment for premiums will be made by the City on behalf of the employee with termination date subject to provision of the plan selected by the City.

The basic plan will include the following:

1. A Waiting Period.

Existing Employees - Nil

Future Employees - 3 months (new hires to City payroll only)

2. Elimination Period - 6 months (180 calendar days)
3. The amount of Monthly Indemnity - 66-2/3% of eligible monthly payroll to a maximum of \$1,600.00
4. 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 in coverage.

M. Hospitalization Insurance

1. The City shall provide hospital/medical coverage for employees and eligible dependents which is comparable to Blue Cross - Blue Shield group coverage MVF-1 plus all riders in effect on June 30, 1980. New City employees hired in COMEA Unit II shall not receive hospitalization benefits for the first 90 calendar days of employment. The City shall have the unilateral right to increase benefit coverage. The City currently is self-insured for its hospitalization program and contracts with Blue Cross and Blue Shield. Effective September 1, 1998 members of COMEA Unit II shall have the option of enrolling in the BC/BS PPO-1 Program including riders. All new hires into COMEA Unit II will be enrolled in the BC/BS PPO-1 Program.

2. The City shall also provide prescription coverage insurance for employees, active or retired. **The following shall be effective July 1, 2001:**

- Co-payment for generic drugs will be **\$5.00**
- Co-payment for "brand" name (non-generic) will be **\$12.00**
- Co-payment for mail order will be \$3.00 (plus shipping)

3. The City also shall provide a dental plan for the members of the Unit 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 Flouride 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. \$1,200 orthodontics, lifetime maximum.

For new hire COMEA Unit II 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.

N. Liability Insurance

The City shall maintain liability insurance to indemnify and protect its employees against any claim for personal injury or property damage alleged to arise out of or be caused by the good faith conduct of said employee within the scope of his/her authority as delineated in his/her job description and in the course of his/her employment.

Any claim, suit or other action brought against an employee engaged in good faith exercise or discharge of a governmental function shall be defended by the City until final termination of such proceedings, and any judgement resulting therefrom shall be assumed by the City.

The existence of any policy of insurance indemnifying the City of Monroe and/or its employees is not a waiver of any defense otherwise available to the City of Monroe in the defense of any claim.

O. Worker's Compensation

1. A "Duty Disability" 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 Workman's Compensation Act, which the City will provide.

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

3. 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. 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:

- a. 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 only.
- b. After seven (7) calendar days, payment shall be governed by the regulations of the Workman's Compensation Act. In such cases the following shall apply:
 1. For the first twelve (12) months of such leave, an employee shall receive a regular payroll check for the difference between the workmen's compensation and his/her gross normal bi-weekly payroll check.
 2. Thereafter, if the employee has sufficient accrued sick leave, he/she will receive a payroll check for the difference between his/her workmen's compensation check and his/her net normal bi-weekly payroll check. After the exhaustion of all sick leave benefits, the employee will be paid his/her accrued vacation and thereafter will be kept on an inactive status with the City of Monroe. He/She may be considered for reemployment at such time he/she is eligible to perform without any restrictions.
 3. After fourteen (14) days continuous absence, workman's compensation will

reimburse the employee at the standard workmen's compensation rate for the first week's absence previously paid by the City. The employee shall remit this payment to the City.

4. 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.
5. 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 workman's compensation as his duty disability pay.

P. Retirement Bonus Payment

An employee who retires under the provision of the City Pension Fund shall receive a sum equal to the amount paid to the employee which he or she received as Sick Leave Bonus during their employment with the City. **In the event that a vested employee dies, bonus payment will be made to the beneficiary.**

Q. Jury Duty and Court Time

A permanent fulltime employee who is summoned for jury duty will be paid the difference between his pay for jury duty service and the hourly wage he would otherwise have earned, while serving on jury duty. Employees shall also receive full pay for time spent in court that is directly related to their work of the City.

R. 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.

1. Off-the-Job Training:

Employees who desire to pursue education during non-working hours, the following procedures apply:

- a. The employee must obtain approval from the City Manager or his 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. This documentation shall be presented to the City Manager for his approval. Upon approval of the curriculum or course of study, notification will be sent to the employee.
- b. Education must be obtained at an approved or accredited college, university, secondary school, business institute or school.
- c. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:

Undergraduate level - A or B = 100%; C = 90%; D or Below, including drop or withdrawal = no reimbursement.

Graduate level - A = 100%; B = 90%; C or below = not reimbursable.
- d. 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.

2. Non-credit courses or institutions will be reimbursed for full enrollment fees based upon evidence of satisfactory completion. Employees requesting or attending school for no credit will be subject to the budgetary limitations for on-the-job training.

S. Residency

Effective July 1, 2001, full-time employees represented by COMEA Unit II shall reside in an area 20 miles from the nearest boundary of the corporate limits of the City of Monroe. This boundary area is as prescribed in P.A. #212. In the event Public Act #212 is held to be unlawful by a court of competent and final jurisdiction, the current residency requirement shall be reinstated effective on the date of said decision.

T. I.C.M.A.

The members of COMEA Unit II may also exercise the option to participate in the I.C.M.A. deferred compensation plan. This program is completely voluntary and subject to provisions of I.C.M.A. Deferred Program. There shall be no cost to the City beyond payroll processing.

U. 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 K of the Article. Employees may then apply for long-term disability thereafter. Eligibility shall be determined in accordance with Section L of the Article. Any leave of absence without pay shall be in accordance with Section V 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 K 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.

V. Leave of Absence:

Any employee desiring a leave of absence without pay from his employment shall secure written permission from the City Manager or his designee. 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.

W. COBRA:

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

ARTICLE IX

MAINTENANCE OF CONDITIONS

Section 1: Wages, hours and conditions of employment in effect 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, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

Section 3: It is agreed that the provisions of this Agreement shall not apply to inadvertent or bonafide errors made by the Employer or the bargaining unit in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

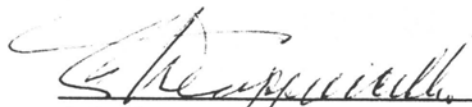
ARTICLE X

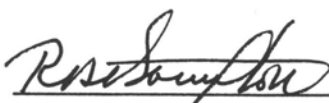
DURATION OF AGREEMENT


This Agreement shall be effected 12:01 a.m. on the first day of July 2001 and expiring 11:59 p.m. on the 30th day of June, 2006, 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 expiration date.

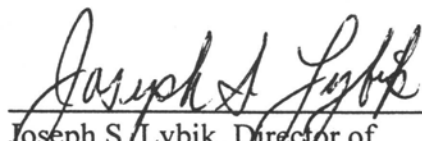
The parties, in recognition of the fact that vital services are involved, agree that this Contract shall remain in full force and effect until a new agreement is negotiated, signed and ratified by the parties hereto:

CITY OF MONROE:


C.D. Cappuceilli, Mayor

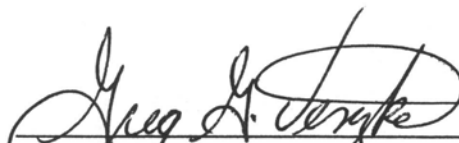

Robert Hamilton, City Manager


Charles D. Evans
Clerk/Treasurer


Joseph S. Lybik, Director of
Personnel & Labor Relations

**CITY OF MONROE EMPLOYEES
ASSOCIATION UNIT II:**


Gregory S. Allen, President


Greg Venzke, Supervisor Field Maint.


Mike Hilliard, Assistant Director of D.P.S.

Addendum A

ARTICLE V
WAGES

Section 1: Effective July 1, 2001 to June 30, 2002, the annual salaries of the members of the Unit shall be the following **(2.5% over the previous contract wages)**

<u>Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>Max. (3 Yrs)</u>
4	\$27.0020 \$56,164.13	\$28.5745 \$59,435.04	\$29.2415 \$60,822.34	\$30.0039 \$62,408.12	\$30.7823 \$64,027.16
3	\$25.8670 \$53,803.37	\$27.3452 \$56,877.92	\$28.0843 \$58,415.31	\$28.8233 \$59,952.48	\$29.5356 \$61,434.01
2	\$23.9242 \$49,762.37	\$25.2911 \$52,605.39	\$25.9746 \$54,027.23	\$26.6582 \$55,449.06	\$27.3417 \$56,870.67
1	\$22.8188 \$47,463.01	\$24.1216 \$50,173.00	\$24.7730 \$51,527.88	\$25.4245 \$52,882.98	\$26.0897 \$54,266.65

- 4 Engineering Supervisor
- 3 Superintendent of Water Treatment
- 2 Superintendent of Water Distribution
- 2 Information Technology Supervisor
- 2 Asst. Director of Wastewater Treatment
- 2 Asst. Director of Public Service and Airport Manager
- 2 Recreation Superintendent
- 2 Records System Supervisor (Police)

- A. Recreation Superintendent: The current employee in the position of Recreation Superintendent will be red lined and locked at \$27.6169 per hour/\$53,852.96 annual until such time that pay grade 2, 3 year max step rate catches or exceeds this pay rate. At that time the rate of pay for this employee will assume the rate of pay for pay grade 2, 3 year max step rate.

ARTICLE V
WAGES
(Continued)

Section 1: Effective July 1, 2002 to June 30, 2003, the annual salaries of the members of the Unit shall be the following **(2.5% over the previous year.)**

<u>Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>Max. (3 Yrs)</u>
4	\$27.6770 \$57,568.23	\$29.2889 \$60,920.92	\$29.9725 \$62,342.89	\$30.7540 \$63,968.32	\$31.5518 \$65,627.84
3	\$26.5137 \$55,148.45	\$28.0288 \$58,299.87	\$28.7864 \$59,875.69	\$29.5439 \$61,451.29	\$30.2740 \$62,969.86
2	\$24.5223 \$51,006.43	\$25.9233 \$53,920.53	\$26.6240 \$55,377.91	\$27.3247 \$56,835.28	\$28.0252 \$58,292.44
1	\$23.3892 \$48,649.59	\$24.7247 \$51,427.32	\$25.3923 \$52,816.08	\$26.0601 \$54,205.06	\$26.7420 \$55,623.32

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A Recreation Superintendent: The current employee in the position of Recreation Superintendent will be red lined and locked at \$27.6169 per hour/\$53,852.96 annual until such time that pay grade 2, 3 year max step rate catches or exceeds this pay rate. At that time the rate of pay for this employee will assume the rate of pay for pay grade 2, 3 year max step rate.

ARTICLE V
WAGES
(Continued)

Section 1: Effective July 1, 2003 to June 30, 2004, the annual salaries of the members of the Unit shall be the following **(2.5% over the previous year.)**

<u>Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>Max. (3 Yrs)</u>
4	\$28.3690 \$59,007.44	\$30.0211 \$62,443.94	\$30.7219 \$63,901.47	\$31.5229 \$65,567.53	\$32.3406 \$67,268.53
3	\$27.1765 \$56,527.16	\$28.7295 \$59,757.37	\$29.5060 \$61,372.58	\$30.2825 \$62,987.57	\$31.0308 \$64,544.10
2	\$25.1354 \$52,281.59	\$26.5714 \$55,268.54	\$27.2896 \$56,762.35	\$28.0078 \$58,256.16	\$28.7258 \$59,749.75
1	\$23.9740 \$49,865.83	\$25.3428 \$52,713.00	\$26.0272 \$54,136.48	\$26.7116 \$55,560.18	\$27.4105 \$57,013.90

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ARTICLE V
WAGES
(Continued)

Section 1: Effective July 1, 2004 to June 30, 2005, the annual salaries of the members of the Unit shall be the following **(2.5% over the previous year.)**

<u>Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>Max. (3 Yrs)</u>
4	\$29.0782 \$60,482.62	\$30.7717 \$64,005.04	\$31.4899 \$65,499.00	\$32.3109 \$67,206.72	\$33.1492 \$68,950.25
3	\$27.8559 \$57,940.34	\$29.4477 \$61,251.30	\$30.2437 \$62,906.90	\$31.0395 \$64,562.26	\$31.8066 \$66,157.71
2	\$25.7638 \$53,588.63	\$27.2357 \$56,650.26	\$27.9718 \$58,181.41	\$28.7080 \$59,712.57	\$29.4440 \$61,243.50
1	\$24.5733 \$51,112.47	\$25.9764 \$54,030.83	\$26.6778 \$55,489.89	\$27.3794 \$56,949.19	\$28.0958 \$58,439.25

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ARTICLE V
WAGES
(Continued)

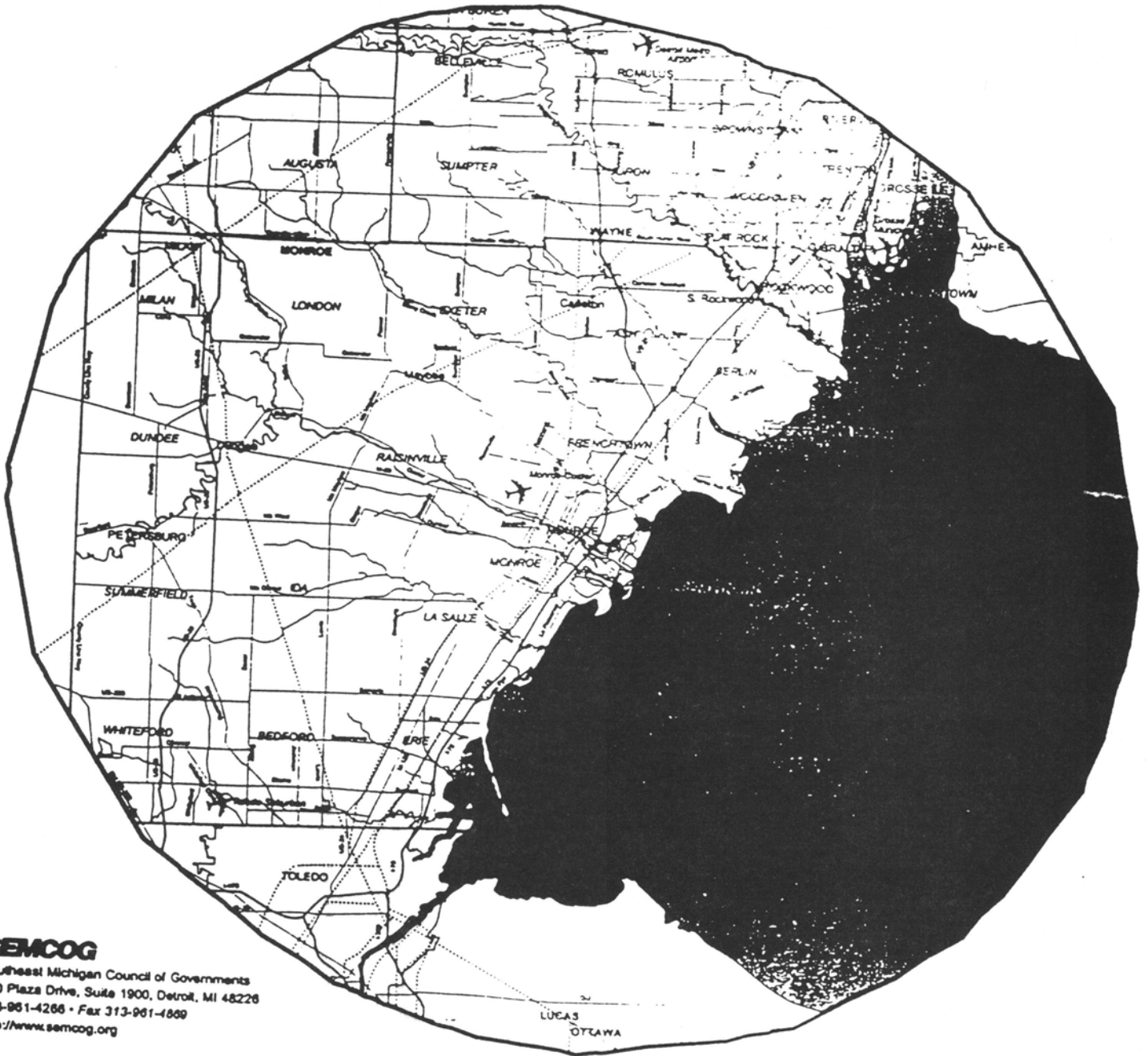
Section 1: Effective July 1, 2005 to June 30, 2006, the annual salaries of the members of the Unit shall be the following **(2.5% over the previous year.)**

<u>Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>Max. (3 Yrs)</u>
4	\$29.8051 \$61,994.69	\$31.5409 \$65,605.17	\$32.2772 \$67,136.48	\$33.1187 \$68,886.88	\$33.9779 \$70,674.00
3	\$28.5523 \$59,388.85	\$30.1839 \$62,782.58	\$30.9998 \$64,479.57	\$31.8155 \$66,176.32	\$32.6018 \$67,811.65
2	\$26.4079 \$54,928.35	\$27.9166 \$58,066.51	\$28.6711 \$59,635.95	\$29.4257 \$61,205.38	\$30.1801 \$62,774.58
1	\$25.1876 \$52,390.28	\$26.6258 \$55,381.60	\$27.3448 \$56,877.14	\$28.0639 \$58,372.92	\$28.7982 \$59,900.23

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City of Monroe 20 Mile Buffer



SEMCOG
Southeast Michigan Council of Governments
660 Plaza Drive, Suite 1900, Detroit, MI 48226
313-961-4266 • Fax 313-961-4869
<http://www.semcog.org>

