

**City of Lincoln Park
and
Lincoln Park Administrators Association**

January 2, 2017 – January 1, 2019

AGREEMENT

This Agreement entered into on January 02, 2017, between the City of Lincoln Park, Michigan, hereinafter referred to as the City and the Lincoln Park Administrator's Association, hereinafter referred to as the Association.

MANAGEMENT RIGHTS

The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially and specifically abridged, delegated or modified by this Agreement, are retained by the City and no part of this Agreement shall be in violation of the Charter of the City of Lincoln Park.

The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

The right to appoint or reappoint under the Charter will not be abridged in any way, shape or form by this Agreement. Beyond that, the wages set forth in this Agreement will be for the individuals involved and not for the positions. The City retains the right to set wages for any new individual who may be hired and it will not be the subject of negotiations between the respective parties.

The right of the City to not fill a position, create a part time position or in any way exercise its rights and responsibilities is not in any way limited by the execution of this Agreement. The above recitation of rights is not meant to limit but merely to be illustrative of the retained rights of the City.

Nothing in this agreement will limit the right or the ability of the City to consolidate departments or consolidate or enter into agreements with other communities to provide the services set forth in this agreement whether through contract or otherwise or as otherwise authorized and encouraged under State Law.

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City and the Association.

ARTICLE II - DEFINITIONS

Because of the unique characteristic of their position, as used in this Agreement for benefit purposes only, a member will not include the City Attorney or Assistant City Attorney positions.

ARTICLE III - WAGES

The base pay will compensate for overtime, and no overtime will be accumulated for any members of this bargaining unit. On termination or retirement, there will be no time off or payoff for overtime worked for members of this Association.

Beginning January 2, 2017:

	<u>Salary</u>
Administrative Systems Manager	\$48,000.00
Director of Finance and Operations	\$63,500.00
Director of Public Services	\$71,000.00
Director of Community Development and Parks and Recreation	\$54,000.00

Beginning January 2, 2018:

Association members will be eligible for a wage increase of one and one half (1 ½) percent based upon a satisfactory employee performance evaluation by the City Manager

The Director of Public Services will also receive a one-time payment of \$1,000 if he obtains his Distribution System Drinking Water Certification S1 Level by January 1, 2019.

ARTICLE IV - HOLIDAYS

A member shall be entitled to a day off on the following paid holidays:

New Year’s Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day	New Year’s Eve

When any of the said holidays fall on a Saturday, Friday shall be a paid holiday; or on Sunday, Monday shall be a paid holiday; provided, however, that no employee shall receive holiday pay unless he/she shall have reported for work on the regular work day immediately preceding and following said holiday, except where employee's absence is based upon bank time authorized in writing in advance, or is due to sickness certified by a licensed physician.

ARTICLE V - IN LIEU OF OVERTIME

In lieu of overtime, the City shall pay each unit member, payable in October, six percent (6 %) of

their base salary each year. Eligibility for in lieu of overtime pay will require that a member be employed as of January of the calendar year in which payment is made.

ARTICLE VI - INSURANCE BENEFITS

SECTION 1 – MEDICAL

ACTIVE EMPLOYEES:

The City reserves the right to change these benefits at any time.

The City shall provide for members of this association and eligible dependents the same insurance as offered to other City employees.

Members of this association will pay 20% of the premium per month including taxes and fees for health insurance under this Article.

The City shall pay \$350.00 per month to those members who elect not to participate in the City's group medical insurance program if they are enrolled in an approved group insurance program. Members can only re-enroll during the annual open enrollment period unless there is a qualifying event.

RETIREE MEDICAL:

Retiree health care benefits are eliminated. No retiree health care will be provided by the City. Members will be eligible to participate in the City's retirement health care savings plan.

The City will contribute 2% of base salary to a retiree health savings plan for association members.

SECTION 2 – DENTAL

The City shall pay the full monthly premium on the City's dental plan being provided to all members. The City shall have the right to change the provider.

SECTION 3 – OPTICAL

The City will pay the full monthly premium on the City's optical plan being provided to all members. The City shall have the right to change the provider.

SECTION 4 - LIFE INSURANCE

The City shall pay the full monthly premium on the life insurance policy of \$50,000 Term with

\$50,000 Accidental Life & Dismemberment. The City shall have the right to change the provider.

SECTION 5 - LONG TERM DISABILITY

The City shall pay the full monthly premium on the City’s long term disability plan being provided to all members. The City shall have the right to change the provider.

SECTION 6 – CHANGE IN INSURANCE PROVIDERS

The City will have the right to utilize self insurance, wrap around plans and/or other carriers as long as similar benefits are provided. It also reserves the right to change benefits at anytime.

ARTICLE VII - SICK LEAVE

Sick Time is not vacation and may not be used for that purpose. Sick time is strictly for when the direct City employee is sick.

Sick leave shall be computed from the date of an employee's induction into service at the rate of eight (8) hours per month of service and credited to the employee's sick leave bank in January of each year.

The maximum sick time bank will be 480 hours. Time accumulated by each employee in excess of 480 hours will be paid by the end of January.

ARTICLE VIII - LEAVE TIME

SECTION 1 – VACATION

Members shall be entitled to the following vacation schedule:

1 thru 4 years of service	10 days
5 thru 14 years of service	15 days
15 years and over	20 days

Accumulation of vacation time shall not exceed two years. Use of vacation time may be limited by the City to just vacation time earned during one vacation cycle.

SECTION 2 - PERSONAL TIME

Each member shall receive sixteen (16) hours of personal time each calendar year, non-accumulative and non-compensable. Time must be taken in a minimum of 30 minute blocks

SECTION 3 - BEREAVEMENT LEAVE

Members are allowed 5 days for the death of:

Current Spouse, Child, Parent, Brother, Sister

Members are allowed 3 days for the death of:

Father-in-law	Mother-in-law	Member of Household	Grandparent
Brother-in-law	Sister-in-law	Daughter-in-law	Niece
Son-in-law	Grandchild	Step Parent/Child	Nephew

Members are allowed 1 day for the death of:

Current Spouse's Brother-in-law	Aunt	Stillborn Child
Current Spouse's Sister-in-law	Uncle	
Current Spouse's Grandchild		

An additional one day shall be added to the above leaves, if in excess of a radius of 250 miles from Lincoln Park.

ARTICLE IX - TERMINATION BENEFITS

At retirement as defined below, members shall be entitled to receive all earned vacation time and 50% of sick leave accumulation with a maximum payout of 240 hours of sick leave accumulation. For resignation, termination or layoff: members shall receive all vacation time but will not be paid for accumulated sick leave.

To be eligible for payment of termination benefits in case of retirement or resignation, the member must give a minimum of fourteen (14) calendar days notice to the City plus, at the City's request, provide up to seven (7) days transition time giving on the job training to the member's replacement during the minimum fourteen (14) day notice period. Member's that fail to adhere to this provision shall not be eligible for payment of vacation time or sick leave accumulation.

In the event termination is due to a member's death, vacation leave shall be paid to his/her beneficiary, heirs or estate.

Retirement for purpose of termination benefits is defined as either 25 years of service and attainment of age 50 or 28 years of service regardless of age.

ARTICLE X – PENSION

New pension or retirement benefits can be issued by the City at its sole discretion.

Notification to the members will be provided.

For employees that stay through retirement as defined in the contract and are members of the Defined Benefit Plan hired prior to December 1, 2004, the pension multiplier will be 2.5%. For employees that leave before attaining full retirement, a 2.0% multiplier will apply prospectively. Effective on ratification, sick and vacation time will not be included as part of Final Average Compensation (FAC) for future years. Final Average Compensation will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history. All pension enhancements after retirement are eliminated. The member's pension contribution rate is 8.41%. Effective August 20, 2014, the purchase of three years of service credit was eliminated.

Effective November 1, 2014, the COLA benefits were eliminated. The Administrative Services Agreement (ASA) is attached.

New members hired after January 1, 2012, will be enrolled in the MERS Hybrid Plan. The Administrative Services Agreement (ASA) for both plans is attached.

ARTICLE XI – GENERAL

SECTION 1:

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City and the Association and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided; therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2:

The method of appointment of all members of this Association is specifically set forth in the Charter and is hereby incorporated by reference. This Agreement will not in any way modify the right of appointment of the City as spelled out in the Charter.

ARTICLE XII - MISCELLANEOUS

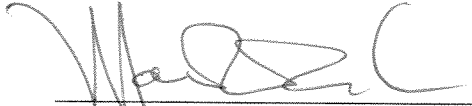
The City agrees not to have across the board evaluations, but retains its rights to evaluate and/or discipline, or engage in any other appropriate actions of members of this Association consistent with the rights and responsibilities of the Mayor and Council.

ARTICLE XIII - DURATION

This Agreement shall be effective January 2, 2017 and shall remain in full force and effect to and including January 1, 2019. The parties agree that commencing no later than October 1, 2018, they will undertake negotiations for a new Agreement for a succeeding period.


In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new agreement, reopening clause by mutual agreement or termination by either of these parties upon fourteen (14) days written notice.

CITY OF LINCOLN PARK

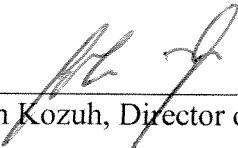


Matthew W. Coppler, City Manager


**LINCOLN PARK ADMINISTRATORS
ASSOCIATION**



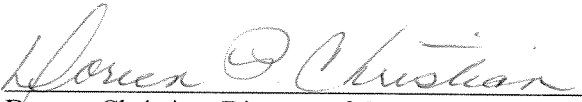
Lisa Griggs, Director of Finance and Operations



John Kozuh, Director of Public Services



Colleen Snethkamp, Administrative Systems Manager



Doreen Christian, Director of Community Development/
Parks and Recreation