

AGREEMENT

This Agreement entered into this 21 day of February, 2017 between the City of Lincoln Park, Michigan, hereafter referred to as the City, and the Community Center Manager/Recreation Specialist, hereafter referred to as the Center Manager.

Article I – PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms with respect to salaries, hours and other conditions of employment, between the City of Lincoln Park and the Center Manager. The City reserves all of its rights except as otherwise specifically outlined herein under the law and Charter.

Article II – HOURS AND WAGES

The Center Manager will work a flexible schedule that provides for the sufficient operation of the Community Center, approved in advance by the City Manager. The Center Manager will be expected to work eight (8) hours per day, forty (40) hours a week.

The Center Manager Annual Wage \$35,000

Article III – OTHER ALLOWANCES

Section 1 – Payment In-Lieu of Overtime

In lieu of overtime, the City shall pay Center Manager, payable in October, six percent (6 %) of his base salary each year. Eligibility for in lieu of overtime pay will require that he be employed as of January of the calendar year in which payment is made.

If the Fair Labor Standard Act rules are reinstated making it mandatory that the Center Manager receive payment for each hour of overtime worked, then this provision will become null and void upon the effective date of the rule, and he will begin receiving the appropriate compensation for each hour worked beyond the normal 40 hours of the work week beginning on the effective date of the rule.

Article IV – Holidays

The Center Manager shall be entitled to the following holidays:

- | | | |
|----------------|------------------|------------------|
| New Year’s Day | Christmas Day | Thanksgiving Day |
| Memorial Day | Independence Day | Labor Day |

Should the Holiday fall on a Saturday or Sunday, the Center Manager shall be entitled to the Friday directly prior or the Monday directly after the Holiday.

The following Holidays will be unpaid:

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|------------------------|---------------|------------------------|
| New Year’s Eve | Christmas Eve | Day after Thanksgiving |
| Martin Luther King Day | Veteran’s Day | President’s Day |

If operational need requires the Center Manager to work on one of these holidays, he will be entitled to take another day off in its place. This can be done only with advance approval of the City Manager, and occur in the same pay period as the holiday.

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Vacation or personal days may be used on these unpaid holidays.

Should the six unpaid holidays listed above become paid holidays for all City employees, the remaining holidays left to be unpaid, will be converted into paid holidays for the remainder of the year.

Article V - Leave

Section 1 – Personal Leave

The Center Manager 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 block.

Section 2 – Vacation

The Center Manager shall receive 10 Vacation days (80 hours) per calendar year. Accumulation of Vacation time shall not exceed 20 days (160 hours) in a two (2) year period.

Unused vacation time shall be prorated from anniversary date to time of termination and shall be paid to the employee upon separation from service. To be eligible for payment of any vacation time accruing to Center Manager under this article due to resignation, a 14 day notice of separation must be provided.

Section 3 – 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. In January of each fiscal year, sick time in excess of 480 hours will automatically be contributed to his HCSP.

Section 4 - Family Medical Leave Act

Notwithstanding the Federal Family and Medical Leave Act, (FMLA) which is hereby incorporated by reference into the contract, if he takes FMLA leave to which he is entitled:

- 1) Shall continue to accrue seniority for promotional purposes only; and,
- 2) Must use accrued paid leave consistent with City policy. The City's policy is incorporated by reference herein.

Article VI – BEREAVEMENT

The Center Manager shall be granted five (5) eight (8) hour working days, with no loss of pay, for the purpose of attending the funeral of:

- | | | | |
|----------------|------------|---------|---------------|
| Current Spouse | Child | Sister | Mother-in-law |
| Parent | Step Child | Brother | Father-in-law |
| Step Parent | | | |

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The Center Manager shall be granted three (3) eight (8) hour working days, with no loss of pay, for the purpose of attending the funeral of:

Sister-in-law	Aunt	Grandparent
Brother-in-law	Uncle	Grandchildren
Daughter-in-law	Niece	Member of Household
Son-in-law	Nephew	Stillborn Child

The Center Manager shall be granted one (1) eight (8) hour working days, with no loss of pay, for the purpose of attending the funeral of:

Current Spouse’s Brother-in-law	Current Spouse’s Sister-in-law
Current Spouse’s Grandchildren	

If the funeral occurs over 250 miles away, or in an unusual hardship case, an additional one (1) day shall be granted. Proof of attendance at the funeral may be required of any member requesting bereavement leave.

Article VII - INSURANCE BENEFITS

SECTION 1 – MEDICAL

ACTIVE:

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

The City shall provide for the Center Manager and eligible dependents the same insurance as offered to other City employees.

The Center Manager 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 the Center Manager if he elects not to participate in the City’s group medical insurance program if he is enrolled in an approved group insurance program. The Center Manager can only re-enroll during the annual open enrollment period unless there is a qualifying event.

The Center Manager is eligible to participate in the Flexible Spending Account (FSA) Plan offered by the City.

SECTION 2 – DENTAL

The City shall pay the full monthly premium on the City's dental plan being provided to Center Manager. 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 Center Manager. 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 \$30,000 Term with \$30,000 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 (LTD) plan being provided to Center Manager. The City shall have the right to change the provider. LTD insurance shall become effective one year from the date of hire.

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 any time.

RETIREE MEDICAL:

No retiree health care will be provided by the City. Center Manager 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 Center Manager.

Article VII – GENERAL

Section 1 – Laws of the State of Michigan

- A. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the City, and in the event that any provision 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.
- B. All rights by any Public Act are specifically retained by the City, including but not limited to, the ability to eliminate or contract out the position of Center Manager.

Section 2 – Copy of Agreement

A copy of this Agreement shall be distributed by the City to the Center Manager.

Section 3 – Termination Due to Elimination of Services

If the City decides to close, contract operations of, lease, or sell the Community Center, this contract shall become null and void at a date decided by the City. The City will provide a 30 day notice to the Center Manager for termination of services. If the Center Manager is not hired by another operator or owner for the Community Center, then the Center Manager will be entitled to the same termination benefits provided herein as if the Center Manager separated employment in good standing.

Article IX – PENSION

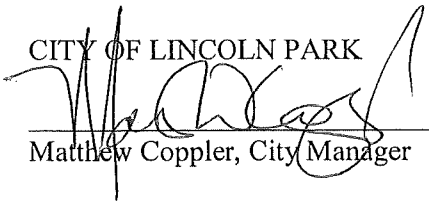
New pension or retirement benefits can be issued by the City at its sole discretion. Notification to the members will be provided.

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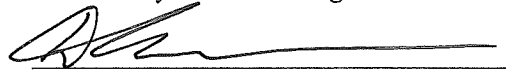
The Center Manager will be enrolled in the MERS Hybrid Plan. The Administrative Services Agreement (ASA) plan is attached.

Article X – DURATION

This Agreement shall be effective upon execution and shall remain in full force and effect to and including January 1, 2018. The salary provisions for this contract will be retroactive to October 1, 2016 for regular hours only. Any hours worked above the 40 hours in one week will not be compensated at the rate contained herein, but at the rate earned at the time the overtime occurred.

CITY OF LINCOLN PARK


Matthew Coppler, City Manager

Community Center Manager/Recreation Specialist


Dennis Anderson, Center Manager

Dated: 02/21/2017