

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LINCOLN PARK
AND
GOVERNMENTAL EMPLOYEES LABOR COUNCIL

November 1, 2014 – June 30, 2017

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COLLECTIVE BARGAINING AGREEMENT

December 1, 2014 through June 30, 2017

This Agreement entered into on December 1, 2014, between the City of Lincoln Park and the GOVERNMENT EMPLOYEES LABOR COUNCIL, hereinafter referred to as the UNION.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representative and all levels and among all employees.

MANAGEMENT RIGHTS

The Union 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 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. All agreements and understandings between the parties are represented within the Agreement.

The Union 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 all situations.

The City may also take all action authorized under PA 436.

ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of employment for the term of this Agreement for the following positions:

Accounting Coordinator, Administrative Assistant to the Chief of Police, Assistant City Clerk, Deputy City Clerk, Assistant Director of Community Planning and Development, Assistant Treasurer, Human Resources Coordinator, Human Resources Manager, City Management Coordinator, Public Service Coordinator – Administrative, Public Service Coordinator – Field and all other positions created with like responsibilities during the life of this Agreement. The duties and responsibilities of the foregoing positions shall be as defined by the job description covering each position and as determined by the Employer.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 - UNION SECURITY

To the extent that the laws of the State of Michigan permit, it is agreed that:

- (1) Each employee, who is or becomes a member of the Union, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.
- (2) The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.
- (3) Deductions for any calendar month shall be remitted to GELC. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (4) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (5) If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

(6) The employer agrees to deduct the Union membership dues or service fees twice each month from the pay of the employees who have requested that such deductions be made.

ARTICLE 4 - UNION REPRESENTATION

Section 1

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

The Bargaining Committee shall be charged with the duty of negotiating contracts and shall be subject to the limitations of special conferences to negotiate such matters as may from time to time arise during the term of this Agreement. A standing member of the Bargaining Committee shall also be a GELC Representative.

Section 2

During the term covered by this Agreement, it will be binding upon the Employer not to enter into any separate agreement with the said employees either individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours of work, working conditions of said employees or any individual employee. Any grievance arising under this paragraph shall be discussed in a private closed room between Supervision and Chairman, as necessary and the party or parties concerned. This paragraph shall not preclude the City from appointments of Deputies or exercise of rights under PA 436 which shall not be subject to the Grievance Procedure.

ARTICLE 5 - STEWARDS AND ALTERNATE STEWARDS

(a) If a member of the Union feels in the need of representation, that member may request any other member to act as his/her Steward.

(b) The Steward, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

(c) The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union Representatives shall be allowed to:

- 1) Post Union notices.
- 2) Distribute Union literature (the time to be with the prior approval of the Department Head).
- 3) Attend negotiation meetings with Employer or its designated representative when mutually agreed upon.
- 4) Transmit communications, authorized by the Union or its officers, or the Employer or its designated representative.

5) Consult with the Employer, his representative, Union Officers, or other Union representatives concerning the enforcement of any provisions of the Agreement.

Union Officers and Stewards will limit Union activities on City time to only reasonable and necessary time off the job for implementation of this Article. Further, Union Officers and Stewards will give the City as much advance notice as possible of time to be taken off the job for these duties.

ARTICLE 6 - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between up to three (3) representatives of the Union and up to three (3) representatives of the City, but not more frequently than once each month, except by mutual consent.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conference shall be scheduled between the hours of 9:00 A.M. and 4:00 P.M. The members of the Union shall not lose time or pay for time spent in such special conference. Members will not be paid when the scheduled conference goes beyond regular City time.

Special conference requests will be scheduled and be heard within fifteen (15) calendar days of the receipt of the written request unless otherwise mutually agreed.

ARTICLE 7 - GRIEVANCE PROCEDURE

The following grievance procedure will be used to adjust, settle and dispose of employee complaints. Should additional time be required, the party asking for an extension shall do so before the time limits in that particular step expires.

Failure on the part of the Union to appeal the Employer's answer within the stated time limits shall be construed as the Union's acceptance of the Employer's last answer, and the grievance shall be considered closed. In the event the City should fail to respond within the stated time limits, the grievance shall proceed to the next step.

Step 1

Any employee who believes that he/she has a justifiable request or complaint, may discuss it with the Department Head involved, who will attempt to adjust it, provided the adjustment is not inconsistent with the terms of this Agreement and the Steward is present at such adjustment.

If the grievance is not resolved in the verbal state, it may be reduced to writing by the Steward. The aggrieved employee shall sign same. The Steward shall be allowed time off from the job without loss of pay.

Step 2

The Union shall present, in writing, to the Department Head involved, within five (5) working days of the Department Head's verbal answer, the employee's grievance. The Department Head will answer the employee's grievance in writing, within five (5) working days. A copy of this grievance shall be forwarded to the City Manager.

Step 3

If the answer is unsatisfactory, the District Steward shall appeal the grievance to the City Manager. The City Manager and/or the City Negotiator will meet with the Union within fifteen (15) working days in an attempt to settle the grievance. The Employer's representative shall give his/her answer, in writing, to the Chairperson within five (5) working days after such meeting.

Step 4

(a) If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Employer's representative, by written notice to the other, request arbitration. The Chairman or his/her designated representative shall be allowed time off the job without loss of pay.

(b) The Employer and the Union shall attempt to select an Ad Hoc Arbitrator within ten (10) working days from the notice to arbitrate. If the parties fail to select an arbitrator within the time limits, the American Arbitration Union shall be requested by either party to provide a panel to choose from under the provision of the American Arbitration Association.

(c) The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

(d) If either party desires a verbatim record of the proceedings to be made, it may cause such a record of the proceedings to be made, providing it pays for the record. If the other party desires a copy, it shall pay one half (1/2) of the cost thereof.

(e) The decision of the arbitrator shall be final and binding on both parties and the parties shall be required under the terms of this Agreement to implement the decision forthwith.

(f) Powers of Arbitrator: The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. Nor shall the arbitrator have any jurisdiction to challenge any action under PA 436. The arbitrator shall give his written answer within thirty (30) days.

(g) Each party will be responsible for the expenses of their own witnesses.

(h) Working days for the grievance procedure shall be defined as Monday through Friday, excluding Saturdays, Sundays and recognized holidays.

ARTICLE 8 - HOURS OF WORK

The regular work week shall be forty (40) hours consisting of five 8-hour work days, Monday through Friday. At the request of the employee, and with the consent of the Department Head and City Manager, employees may work a flex work-week. The City reserves the right at its direction to alter the work schedule. This decision shall not be subject to the grievance procedure. If the regular hours of week are changed, at least 30-days notice will be provided to members of the bargaining unit.

The above includes a thirty (30) minute paid lunch period with an additional 30 minute unpaid lunch period available at the Department Head's discretion. A minimum of four (4) hours must be worked in each working day for employees to receive the paid lunch benefit above. The work week will be from 12:00 midnight Sunday to 12:00 midnight the following Sunday for purposes of pay periods and computing overtime and compensatory time.

Hours of work will be recorded on a time slip and signed by the employee and Department Head and submitted to Payroll on a bi-weekly basis.

Computing Leave Time

Sick leave, vacation days, holidays, etc., will be honored and paid as eight (8) hours, however, in the computation of rate of pay for overtime the salary will be divided by the number of hours normally scheduled to work (basically the requirements of the Fair Labor Standards Act).

Direct Deposit

All members shall complete the necessary forms to execute direct payroll deposit of City payroll and other compensation checks.

ARTICLE 9 - INSURANCE

Section 1 – Active Employee Health Care

All employees shall be covered under Blue Cross Blue Shield Community Blue PPO Plan 4 health insurance with a \$20 office visit and chiropractic visit co-pay and an emergency room co-pay of \$150. The drug rider under the Option 4 plan shall be \$10 generic and \$40 non-generic with MOPD2x. See Attachment A for benefit details.

The City shall offer a Flexible Benefit Plan as provided by IRS guidelines for employees.

All members of the bargaining unit enrolled in the City's health insurance plan will pay 20% of the overall premium share of health insurance and prescription coverage, which shall include all taxes and fees under PA 152.

Effective July 1, 2015, the City will be implementing a new program at its discretion. Notice will be provided to the Union by the City. The City reserves the right to change benefits at its discretion.

Section 2 – Retiree Health Insurance – These benefits were eliminated effective November 1, 2014.

The retiree, spouse and dependents at the time of retirement only, shall be eligible for coverage.

In order to be eligible for retiree health insurance, employees must have attained age 50 with 25 years of service. It is understood and agreed between the parties that an employee who leaves employment with 25 years of service, but before reaching age 50, shall be entitled to the benefit upon reaching age 50.

For employees eligible for retiree health insurance, upon retirement the members' premium rate will be locked into a fixed dollar amount equal to the premium share.

Retired employees shall receive the same medical coverage as active employees, except that:

- (a) Should hospitalization and medical care benefit coverage, including prescriptions, provided to active employees cease for any reason, the insurance benefits last covering the retiree, spouse and covered dependants will remain in effect.
- (b) Should coverage not be accepted where the retiree resides, the City will provide for comparable benefits which will be accepted where the retiree resides.
- (c) The prescription and drug benefits will be the same as those provided to active employees, except that should prescription coverage for actives cease, retirees will receive the level of prescription coverage in effect at the time that active coverage ceased.
- (d) Upon eligibility for Medicare, retirees and spouses must apply and, if eligible, must acquire both parts "A" and "B" at no cost to the City. The City, however, shall provide the Medicare eligible employee and spouse with BCBS supplemental insurance sufficient so as not to diminish the benefits received prior to becoming eligible for Medicare. The supplemental insurance will not be subject to change because of any change to the benefits for active employees.

Effective December 1, 2014, all retiree health insurance was eliminated.

Section 3 – In Lieu of Health Insurance

Effective July 1, 2015, employees who elect not to participate in the City's health insurance program shall receive \$350 per month in lieu of health insurance. The only time that an employee who is receiving the "in lieu of" payment can enroll in the health plan is during open enrollment, unless there is a qualifying event.

Section 4 – Dental Insurance – The City will pay the full monthly premium on the existing dental plan. The City, however, shall have the right to change to a plan

providing for benefits similar to those of the Delta Dental plan. See Attachment B for benefit details.

Section 5 – Vision Insurance – The City will pay the full monthly premium on the existing vision plan. The City shall have the right to change the provider so long as there is no substantive loss of benefit. See Attachment C for benefit details.

Section 6 –Life Insurance

The City will provide the following life insurance coverage:

- 1) A \$30,000.00 Term Insurance Policy with \$30,000.00 Accidental Death & Dismemberment for active members.

Section 7 – Long Term Disability Insurance

The City will provide Long Term Disability Insurance for employees after ninety (90) days of disability. Disability is determined by the carrier. Employees will receive 66 2/3% of monthly base wage not to exceed a monthly maximum of \$5,000.00 until age seventy (70) or death with normal offset for Family Social Security, Workers' Compensation benefits, Salary Continuation, Veteran's Benefits, if for the same injury or illness. Employees returning to work who have been on disability less than two (2) years shall be returned to their former position. Employees on disability over two (2) years shall return to work in any available position for which he/she is qualified, with automatic recall rights to this Unit when a position becomes available for which he/she is qualified.

Section 8 – Insurance for Probationary Employees

All insurances for new hire probationary employees shall be effective the first day of employment for dental, optical, health and life insurance. Long term disability shall be effective one (1) year from the date of hire.

Section 9 – Change in Health Insurance Provider

The City shall have the right to utilize self-insurance, wrap around plans, and /or change carriers and benefits, provided further that the GELC will be given a reasonable time to review the specific changes before implementation.

ARTICLE 10 – SENIORITY AND PROBATION

Section 1 – Probationary

- (1) New hire employees shall be probationary for the first six months of their employment and may be extended for a maximum of another ninety (90) days at the City's discretion. Existing employees placed into the union shall be probationary for a period of sixty (60) calendar days which may be extended by a maximum of another sixty (60) days at the City's discretion. Upon completion of this probationary period, the employee shall attain seniority status and their name shall be entered on the seniority list with their seniority dating from the first day worked.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharge and disciplined employees for other than Union activity.

Section 2 – Seniority Lists

The seniority of all employees for purpose of vacation accumulation, sick days, and longevity shall commence with the last date of hire by the City of Lincoln Park. Seniority will begin with the first day of promotion into the unit, and will be used for layoffs within the unit.

When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name. This seniority list will be provided in July, on or before the 31st day.

Section 3 – Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- (a) If the employee resigns
- (b) If he/she is discharged and the discharge is not reversed through the procedure outlined in Chapter 16, Section 9 of the City Charter
- (c) If he/she is absent for five (5) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the Employer.
- (d) If he/she fails to return to work from layoff when recalled from layoffs, as set forth in the recall procedure provided herein or two years after layoff, whichever is earlier.
- (e) If he/she overstays a leave granted for any reason, as hereinafter provided for three (3) consecutive working days, without notifying the Employer and/or fails to give explanations satisfactory to the Employer.

ARTICLE 11 – LAYOFF AND RECALL

Section 1 – Layoff (Reduction in Working Force)

Layoff procedure will be as follows:

Section 2 – Recall

- 1) The employee retains recall rights equal to his/her employment seniority or up to two years, whichever is earlier.
- 2) The laid off/demoted member with the most seniority in the Union will be the first member returned to the Union.

3) If a vacancy in the unit occurs, demoted or laid off employees shall be recalled if qualified, if determined at the sole discretion of the City.

4) Notice of recall (from layoff) shall be sent by registered mail to the employee's last known address on file with the City. The employee will report to the Office of City Management within two (2) days after the date of delivery. The employee must be prepared to report for work on the fifteenth (15th) day following his/her reporting to the Office of City Management.

ARTICLE 12 – PROMOTIONS AND TRANSFERS

Section 1

All promotions/transfers to positions within the Union shall be made by the appropriate Department Head and/or City Manager.

Section 2

Openings within the unit may be offered first to current members at the discretion of the City.

Section 3

Whenever an acting or temporary supervisor is appointed, they shall be required to maintain all regular records kept by the regular supervisor.

Section 4

Promotion and testing will be at the sole discretion of the City. Determination of qualifications, promotion and testing methods will be at the sole discretion of the City. The determination of qualifications and selection of testing methods will not be applied in a manner that is discriminatory, arbitrary or unreasonable.

Section 5

Should any member of this Bargaining Unit be promoted to, or appointed to, a position with the City but outside this Bargaining Unit, he/she may have the full right to return to the same position within this Bargaining Unit he/she held immediately prior to the promotion or appointment, should the appointment or promotion be terminated or not renewed for any reason at the discretion of the City except for discharge for cause.

The employee shall have the right to return of his own volition at any time with concurrence of the City.

The employee shall suffer no loss of seniority or other benefits within this Bargaining Unit for the time spent in the promoted or appointed position.

Employees promoted into this bargaining unit shall receive Grade C level wage schedule providing they have five (5) years or more seniority.

Section 6 – Lateral Transfers

Should any member of this bargaining unit laterally transfer from one position to another position within this unit at the City's discretion, he/she will have full right to return to his/her previous position within the bargaining unit, with no loss of seniority, for a period of sixty (60) calendar days.

If the performance of the member is unsatisfactory in the position that he/she has laterally transferred to, the Employer has the right to return the member to the previous position, with no loss of seniority. Notice of the action and reasons shall be submitted to the member in writing with a copy to the Lincoln Park GELC President.

ARTICLE 13 – PERSONNEL FILES

No derogatory written material making reference to any employee shall be placed in the employee's personnel file unless the employee has had an opportunity to read the material.

Any material placed in the employee's file in violation of this section or any other section of this Agreement, shall not be used against the employee for purposes of discipline or justification for discipline.

Documented derogatory statements from any source which do not form a basis for any disciplinary action within three (3) years shall be removed from the file at the employee's written request.

Personnel records will reflect the training or education that the employee has achieved. Personnel files will be updated when proof of this achievement is forwarded to the Office of City Management by the employee with his/her signature applied. It shall be the responsibility of the Department Head to forward to the Office of City Management all records of temporary upgrading and "on-the-job" training.

ARTICLE 14 – DISMISSAL AND DISCIPLINE

Section 1

The Employer shall not discipline or discharge any employee without just cause. The employee and his/her Steward will be notified in writing that the employee has been discharged.

Section 2

Should the City find it necessary to discipline a GELC member, it will be done privately with all care and caution taken to prevent knowledge of the action becoming available to the subordinates of the members of this Union.

Section 3

The Union shall have the right to take up the discharge as a grievance at Step 4 (arb) in the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate, unless overtime was involved in the case.

DISCIPLINE

(1) The Employer agrees that discipline will be imposed in a fair and consistent manner and any punishment will be related to the offense committed with regard to the employee's past record. The Employer recognizes the rights of the Union employees who consider themselves aggrieved by any discipline imposed, to raise such grievance through the Grievance Procedure as provided in the collective bargaining agreement.

(b) The Employer and the Union agree that in general and depending on the severity of the offense that Management will follow the principles of corrective and progressive discipline. Charges or notification of possible disciplinary action shall be instituted by the Employer within ninety (90) calendar days of said occurrence or when the Employer had knowledge or should have had knowledge of the occurrence.

I No Union employee shall be summoned before Management for investigation or interview where Management knows that disciplinary action may result without first advising the employee that disciplinary action may result and that he/she has a right to have a Union representative present.

(1) The Union and employee shall be notified as any disciplinary action taken against an employee prior to the end of the next work day.

(1) The employee shall have the right to be represented by a Union representative at each and all levels of disciplinary proceedings.

(1) In imposing any discipline on a current charge, the City will not take into account any prior infractions less than a five (5) day suspension, which occurred more than two (2) years previously, provided that the employee has not been disciplined for similar infractions during the aforementioned two (2) year period. The Employer will not impose discipline on an employee for falsifying his/her employment application after a period of one (1) year after the date of hire.

ARTICLE 15 – SOCIAL SECURITY

All employees in this Union shall come under the Social Security Act.

ARTICLE 16 – LEAVE OF ABSENCE

16.1: Time taken without pay will result in a change in longevity date. Leaves of absence for reasonable periods of time not to exceed one (1) year at the City's discretion,

without pay or accumulation of holidays, sick leave, personal leave, vacation leave except the leaves as noted in section titled EXCEPTIONS, for:

1. Maternity leave
2. Illness leave (physical or mental, certified by the City)
3. Prolonged illness in the immediate family certified by the City

EXCEPTIONS:

1. Seniority date shall remain the same but no benefits will be paid to an employee on those leaves unless they have already accumulated them. Present sick leave banks and/or disability policy may apply.
2. The City agrees to continue insurance premiums up to a maximum of six (6) months from date leaves begin for illness leave (physical or mental)
3. Vacation and longevity payments shall be based on the following schedule:

Ten (10) or more days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service for the above benefit allowances, but in no event shall credit be given for more than one (1) year of service.

16.2: Family Medical Leave Act Policy is incorporated by reference into the contract.

ARTICLE 17 – SPECIAL LEAVE

Section 1 – Bereavement

A member will be granted five (5) working days off when bereavement occurs for:

Current Spouse, Child, Parents, Brother, Sister

A member will be granted three (3) working days off when bereavement occurs for:

Father-in-law	Mother-in-law	Brother-in-law	Son-in-law
Sister-in-law	Daughter-in-law	Grandchildren	Niece/Nephew
Steparent	Stepchild	Grandparent	Stepsiblings

A member will be granted one (1) working day off when bereavement occurs for:

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

An additional one (1) day shall be added to the above leaves, if in excess of a radius of 250 miles from Lincoln Park.

Section 2 – Jury Duty

Employees called for jury duty will supply copy of notice to the Office of City Management, and upon receiving jury duty pay will endorse the check they receive from Court, less itemized expenses and turn same over to the Finance Department, who, in turn, will authorize the Payroll Department to pay the employee his/her full pay for the day or days served on jury duty.

ARTICLE 18 – HOLIDAYS

(1) Employees shall be granted a paid holiday with pay when the following Holidays fall on a regular work day:

- | | |
|------------------|-----------------------------------|
| New Years Day | Day After Thanksgiving |
| Memorial Day | Last Working Day Before Christmas |
| Fourth of July | Christmas Day |
| Labor Day | Last Working Day Before New Years |
| Veteran’s Day | Washington’s Birthday |
| Thanksgiving Day | Martin Luther King Jr.’s Birthday |

When any of the said holidays fall on a Saturday, Friday shall be a paid holiday; or on a Sunday, Monday shall be a paid holiday.

Effective upon ratification in 2015, a member shall be entitled to a paid day off on the following paid holidays only:

- | | | |
|---------------|------------------|------------------|
| New Years Day | Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day | Christmas Day |

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

- | | |
|-----------------------------------|---------------------------|
| Martin Luther King Day | Friday after Thanksgiving |
| President’s Day | Veteran’s Day |
| Last working day before Christmas | |
| Last working day before New Years | |

A member may use a vacation or personal day on these unpaid holidays.

ARTICLE 19 – SAFETY PROVISIONS AND ACCIDENTS

The City will endorse and will make every effort to make working in the City of Lincoln Park a safe and accident free environment. To that objective, the Mayor and Council commit to its employees a safe place to work, and maximum service for the injured employee.

The City will institute safety training programs, and will see that all GELC members make working safely their number one priority.

Accident prevention programs will be introduced; frequency and severity records will be publicized. First aid stations will be updated and maintained on a daily basis. All housekeeping must be maintained on a commensurate basis, and working safely will become a condition of employment with the City of Lincoln Park.

Section 1

The City will design and implement a stringent set of Safety Work Rules, safe working methods, etc. as outlined in Art 59, of Chapter 2 of the City's Ordinance. If the City cannot, the employees will be allowed to go home without loss of pay.

Section 2

The City will design and implement an equally stringent progressive disciplinary program for those employees failing to work in accordance with the methods and procedures set forth in Section 1, or to wear the prescribed equipment at the appropriate times.

Section 3

The City will assume full liability for the defense and/or settlement of any action brought against any Supervisor as a result of the enforcement of the City's rules, policies or procedures.

ARTICLE 20- LONGEVITY

Employees with five (5) years of service will receive a longevity payment in the amount of \$475.00. Longevity shall be eliminated for all new hires employed by the City after July 1, 2010.

(b) Longevity payments shall be made to each employee on their anniversary date or whenever the check is processed, or which ever is later. However, in no event, will the longevity check be issued more than two weeks beyond the employee's anniversary date.

I The parties agree to the following rules governing the distribution of longevity payments:

1) Noncontinuous service shall be treated the same as continued service for employees covered under this agreement who were discharged and their discharged was reversed, and for employees on an approved leave of absence.

2) Noncontinuous service shall not be treated the same as continuous service for employees who severed employment with the City (i.e. resignations, non-reversed discharge). Employees who have accrued service with the City and then severed service and who return to service for the City shall be credited with combined service, but not for time of non-service with the City.

(1) No employee returning to service with the City, after severing employment, shall be eligible for longevity until after their fifth year of continuous service, upon the employee's written request.

(1) In the event an employee leaves prior to attainment of his/her longevity anniversary date, the longevity payment shall be prorated.

ARTICLE 21 – VACATIONS

(1) The city will grant vacations on the following schedule:

1-4 years 10 days

5-14 years 15 days

15 and above 20 days

Effective at the completion of the probationary period the employee will receive 5 days of vacation time

(b) Vacation time may be accumulated by request for two (2) years upon prior approval of the Department Head. Vacation earned before this contract is not affected.

(c) Absence from duty or vacation with pay shall be allowed after one (1) year of service, but only to the extent of vacation credits earned or accumulated. Vacations without pay may be allowed upon approval of the Department Head.

(d) Unused vacation time shall be prorated from anniversary date to time of termination and shall be paid to the employee upon separation from service or to his/her legal heirs in the case of death.

(e) As much notice as possible should be given for advance payroll checks.

(f) For vacation purposes, anniversary dates will be used for computation of time.

(g) Vacation selections shall be based on seniority. Anyone scheduling their vacation on or after April 15th of each year shall not be permitted to bump a less seniority person whose vacation was scheduled previous to April 15th of that calendar year.

(h) Employees may sell back up to fifty percent (50%) of accumulated annual leave time during any fiscal year, at the rate of pay which it was earned. Vacation sell back is eliminated.

(i) To be eligible for payment of any vacation or sick leave time accruing to said member under this article due to resignation or retirement, a 14-day notice of separation must be provided. The member must also, at the City's request, be available to work up to seven (7) work days prior to the separation date during the 14 day notice period to assist if needed in transition in order to be eligible for payment.

ARTICLE 22 - LEAVE TIME

Sick time is not vacation time and may not be used for that purpose. Sick time may only be used when the member is sick.

(a) No employee shall be paid sick leave for three (3) or more consecutive days of continuous illness or after five (5) days off per year except upon the presentation of a satisfactory medical certificate. The City may require a sick leave exam at a doctor of its choosing.

(b) 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 account at the completion of the probationary period of new employee.

(c) Sick leave maximum accumulation shall be 480 hours. Any accumulation beyond 480 hours shall be compensated each fiscal year at the wage prevailing as of July 1st each year to be paid in August of each year.

In August of each fiscal year, employees will be paid for all sick time in excess of 480 hours. Said time will automatically be contributed into the member's HCSP or HSA or other vehicle established to provided for retiree healthcare funding.

Sick time payout under this Article will only occur when an individual leaves the employment of the City and is immediately eligible to retire which is defined as age 50 with 25 years of actual service or 28 years of service regardless of age or age 60 with 10 years of service. It excludes payment for individuals who quit, are laid off, have a vested pension and are not immediately eligible to receive one or separate for any other reason from the City.

Sick leave payout under this Article at retirement as defined above will be a maximum of 50% of the employee's bank. The maximum bank which can be accumulated for purposes of calculating the payout at retirement is 480 hours with a maximum payout of 240 hours. (Example: 480 hours in leave bank = 240 hours paid at retirement, 300 hours in leave bank = 150 hours paid out at retirement.)

Effective November 26, 2013 sick leave sell back was eliminated but reinstated above on July 1, 2015.

In the event that an employee shall retire or die while in active service of the City, the employee or his/her legal heirs, shall be paid 50% to the date of his/her retirement or death for his/her accumulated sick leave.

Any job related injury to an employee which requires medical treatment and results in lost time shall be compensated in the following manner:

If determined to be a work related injury, the City will compensate the difference between Workers Compensation and the base salary for a period of one year as consistent with the City's Workers Compensation Policy.

(f) For Long Term Disability Insurance, see Article on INSURANCE.

Personal Leave

(a) The City agrees to allow two (2) personal leave days, non-accumulative and non-compensable.

(b) It is understood and agreed that request for personal leave will be honored at the discretion of the City.

ARTICLE 23 – PENSION

A. For employees part of the Defined Benefit Pension System, benefits will increase \$300 annually and will be paid out at a rate of \$25 per month. The COLA will be applied each year on January 1st provided the member has been retired for a minimum of 1 year. The same applies to their beneficiary.

The benefits above were eliminated effective November 1, 2014

B. Effective January 1, 2012, members of the Lincoln Park Municipal Employees Retirement System and ICMA Defined Contribution Pension Plan were transferred to MERS (Municipal Employees Retirement System of Michigan).

Existing members of the Defined Benefit Plan had the benefits as set forth by the Administrative Services Agreement (ASA) dated August 8, 2011 subject to the reservations and provisions herein.

Effective November 1, 2014, the City reserves the right to eliminate or modify all contract provisions of the retirement system prospectively at its discretion. Notice will be provided to the Union.

All new hires after 12/01/2004 were afforded the MERS Hybrid Plan.

Benefit details of the MERS Hybrid Plan are outlined in the Administrative Services Agreement (ASA) and Hybrid Adoption Agreement.

C. For employees that stay through retirement as defined earlier 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.

D. Retirement definition is as follows:

For the purposes of sick time payout or any other purpose under this contract retirement shall be defined as the attainment of age fifty (50) with twenty-five (25) or more years of service or after twenty-eight (28) years of service regardless of age, age sixty (60) with at least ten (10) years of service time as well as duty disability retirees.

Employees hired after December 1, 2004 shall have the following health care benefits afforded to them in retirement:

V.E.B.A. / Section 125 Retiree Health Care/HCSP

Employees hired after December 1, 2004 who retire shall be afforded the ability to be included in the city's retiree Health Care program. The cost for such inclusion shall be borne by the employer. The city shall institute a VEBA or HCSP / Section 125 account or other Health Saving Account to assist the employee throughout his/her career in funding retirement health care. During the term of the employee's career the city will contribute 2% pre-tax of the percentage of employees earned base income into the employee's VEBA / Section 125 account or other Health Savings Account provided to City Employees. The Employee may additionally contribute up to the maximum permitted by the IRS Code.

Effective March 1, 2015, because of the elimination of retiree healthcare, this provision will apply to all members of the bargaining unit.

ARTICLE 24 – OVERTIME, SUBCONTRACTING, WAGES

Section 1 - Overtime

Any work authorized by the Department Head, other than the regularly scheduled hours Monday through Friday shall be paid at one and one half (1-1/2) times the regular pay. Any work performed on holidays included in this Agreement shall be paid at the regular rate of time and one-half and holiday pay. Any time worked in excess of sixteen (16) consecutive hours shall be paid double time. When an employee works in excess of fourteen (14) continuous hours (including their regular shift), the first sixteen (16) hours will be paid at time and one half (1-1/2), if the employee is called in to work prior to the start of their shift.

Sunday work will be paid at time and one-half. Any overtime that becomes necessary requiring other than regular Department employees, shall be posted. Overtime shall be assigned on the following basis, by seniority.

- (a) Employees by classification within the Department.
- (b) Employees within the Department generally. Employees on a citywide basis within the Union, first by classification, then generally, beginning with those persons whose pay is most comparable to the work being performed.

Section 2 - Subcontracting

The parties acknowledge the ability of the City to use subcontractors and part time employees. It may not do so, however, if the use results in or causes the layoff, loss of employment, or loss of full time status of any full time member of the bargaining unit.

Section 3 - Wage Adjustment

Effective November 26, 2013, the base wages of all members were decreased by 5%.

Effective July 1, 2014 – 0% increase

Effective July 1, 2015 – 0% increase

Effective July 1, 2016- 0% increase

WAGE SCHEDULE

The wage schedule for Accounting Coordinator, Administrative Assistant to the Chief of Police, Assistant City Clerk, Deputy City Clerk, Assistant Director of Community Planning and Development, Assistant Treasurer, Human Resources Coordinator, Human Resources Manager, City Management Coordinator, Public Service Coordinator – Administrative and Public Service Coordinator – Field shall be as follows:

	<u>ANNUAL</u>
Grade E	\$48,617.16
Grade D	\$45,617.16
Grade C	\$43,617.16
Grade B	\$37,493.91
Grade A	\$35,225.17
Probationary	\$32,180.28

Placement in these positions and wage grades is at the City’s discretion. New or transferring employees may be brought in at a higher grade depending on experience.

The Public Service Coordinator – Field shall receive a \$4,200 bonus per year for on-call duties, paid quarterly. In the event that the Public Service Coordinator – Administrative is subject to call-in, the bonus shall be pro-rated and paid quarterly.

It is also agreed that \$.25 per hour up to \$1.00 per hour may be earned for certifications with approval from the City Manager.

ARTICLE 25 - GENERAL PROVISIONS

All fringe benefits not changed or covered by the Agreement that are now being received by the employees shall remain in full force and effect and no change shall be made or effected by the Employer which shall alter such fringe benefits without notice to and consent of the Union.

ARTICLE 26 - DURATION OF CONTRACT

This Agreement shall become effective upon adoption by the Emergency Manager or as set forth herein and shall continue in full force and effect unless and until terminated, modified or amended in accordance with the following provisions:

(a) If either party desires to modify or amend this Agreement, such party shall notify the other in writing of the nature of the amendment or modification desired. Upon receipt of such notice, the other party shall arrange for a meeting to negotiate and consider said request within ninety (90) days. Any notice hereunder shall be sent in writing and shall be deemed sufficient if sent by certified mail. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party with ten (10) days written notice of termination served to the other party not prior to June 30, 2017.

(b) In the event that any of the provisions of this Agreement shall become invalid or unenforceable by reason of Federal or State laws now existing or hereinafter enacted, such invalidity or irregularity shall not affect the remaining provisions hereunder.

(c) This Agreement shall be effective as of November 1, 2014, and shall remain in full force and effect until June 30, 2017.

This Agreement is subject to the provisions of PA 436 and the rights of the Emergency Manager.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

City of Lincoln Park:

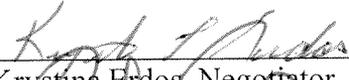


Brad Coulter, Emergency Manager

Government Employees Labor Council:



Doreen Christian, President



Krystina Erdos, Negotiator



Robert Figurski, GELC

Dated: _____

10/17/15



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

November 9, 2015

Brad Coulter, Emergency Manager
City of Lincoln Park
1355 Southfield Road
Lincoln Park, MI 48146

Emergency Manager Coulter,

I have reviewed your request to approve the proposed Governmental Employees Labor Council collective bargaining agreement. Pursuant to Section 12(3) of Public Act 436 of 2012, the Local Financial Stability Act, this contract requires the State Treasurer's approval because the contract was not competitively bid and it exceeds the statutory threshold of \$50,000.00.

This letter serves as my approval of this action. You may execute this collective bargaining agreement without further delay.

Sincerely,

A handwritten signature in black ink, appearing to read "N.A. Khouri".

N.A. Khouri
State Treasurer