

7/1/15 (SA)

**LETTER OF UNDERSTANDING
TO AMEND THE NOVEMBER 1, 2014- JUNE 30, 2016 COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE
CITY OF LINCOLN PARK AND THE LINCOLN PARK FIRE FIGHTERS
ASSOCIATION**

PURPOSE

This Letter of Understanding is entered into between the City of Lincoln Park (hereinafter "City") and the Lincoln Park Fire Fighters Association Local 1292 of the International Association of Fire Fighters (hereinafter "Union") collectively referred to as "the parties" for the purpose of amending specific provisions within the November 1, 2014- June 30, 2016 Collective Bargaining Agreement.

The parties agree that all terms and conditions not specifically amended in this Letter of Understanding shall remain in full force and effect through the duration of the agreement.

The parties agree to the following:

1. ARTICLE III SPECIAL LEAVES

AMEND

Section 1- Personal Leave

Members shall be granted 48 hours of Personal Leave annually.

Employees hired after January 1, 2015 shall be granted 24 hours of Personal Leave during their first year of employment. Upon completion of one year the member shall be credited with 48 hours of Personal Leave and will continue to earn 48 hours Personal Leave annually thereafter.

Effective December 15, 2015 all members shall be credited Personal Leave on the member's anniversary date. To allow for this transition, members shall earn 1 hour per week beginning on July 1, 2015 and accumulating until the member's anniversary date. On the member's anniversary date the next year's allotment shall be added.**

Personal Leave may not be carried over beyond the member's next anniversary date. Members will not be compensated for any unused Personal Leave.

** The parties recognize that during the transitional period surrounding these changes some flexibility will be needed to ensure that the time is allocated and used within reasonable parameters. During the transition period ending December 15, 2015, the Fire Chief shall be allowed to permit members to utilize leave time in the next anniversary

year. This time will be deducted from the members next leave bank and will not result in any overall increase in time.

The City reserves the discretion to switch Personal Leave back to calendar year as originally contemplated in the contract. The City will consult with the Fire Chief and Union before any change is made.

AMEND

Section 4- Emergency Leave

Each member shall be entitled to 24 hours of Emergency Leave per anniversary year. An anniversary year will consist of a one year period which starts and stops on a member's anniversary date.

Emergency Leave shall not be subject to minimum manpower requirements and the City is not required to call in a replacement and create overtime. Excluded from this provision will be requests for the day of, before or after any holiday without permission of the Fire Chief.

2. ARTICLE IX- INSURANCE BENEFITS

AMEND

Section 7- Paragraph 8

Effective July 1, 2010, all new hires will participate in a Medical Health Plan (individual retirement health insurance plan, Health, VEBA or Retirement Savings Account in lieu of City of Lincoln Park Retiree Health Insurance). Employees may elect to participate in programs through ICMA or Nationwide. The City may offer additional vendors at its discretion. All present health insurance for retirement will be eliminated for new hires.

AMEND

Section 7- Paragraph 10

Direct Employer Contributions of this plan shall be vested in the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
1	0%
2	50%
3	100%

Employee Contributions are 100% vested at all times.

3. ARTICLE XII- SICK LEAVE

AMEND

Section 7-Benefits upon Retirement

Paragraph 6

In August of each fiscal year, employees will be paid for all sick time in excess of 960 hours.

ADD

Section 10- Members who in any fiscal year use one sick day or less will receive three (300) dollars as sick leave incentive pay, said payment to be made no later than August 1st of each year.

4. ARTICLE XV INSURANCE BENEFITS

AMEND

Section 10 – Line of Duty Disability or Death Benefit

In the event a member is killed or disabled in the line of duty the City shall continue to provide Health, Optical and Dental Insurance, Benefits provided to any member and/ or eligible family members shall be subject to the following:

A. Duty Death: In the event of a duty death, the surviving spouse and dependents shall be provided healthcare, under the following conditions: 1) It will cover the spouse and dependents at the time of the duty death; 2) During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) A spouse or dependents will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer; 4) This benefit will cease upon the occurrence of any of the below events: a) Eligibility to participate in an another health care program that provides similar insurance to that of the active workforce. b.) Attainment of age sixty-five (65).

B. Duty Disability: In the event that a member is found to be disabled as a result of a duty disability and a disability pension is granted , the member shall be provided healthcare, for a period three (3) years under the following conditions: 1) It will cover the member and spouse and dependents at the time of the duty injury; 2) During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) A member or spouse/dependents will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer; 4) This benefit will cease upon the occurrence of any of the below events: a) Eligibility to participate in an another health care program that provides similar insurance b.) Attainment of age sixty-five (65) c.) the completion of three years. After three (3) years the member shall be eligible to receive a monthly stipend payment equal to the payment afforded to eligible City of Lincoln Park Retirees.

5. ARTICLE XVI – LEAVE DAYS

Effective on ratification, leave days for the Fire Fighting Division shall be:

1 to 5 years: 5 (24 hour) days
6 to 14 years: 7 (24 hour) days
15 and above: 9 (24 hour) days

No other conditions regarding leave days are modified.

6. ARTICLE XXVI- HOURS OF EMPLOYMENT

ADD

Section 4- Super Kelly Days

Effective December 15, 2015, Super Kelly Days will be credited to each member on his/her anniversary date in the form of hours. In order to facilitate this change, members will be credited three (3) hours per week from March 1, 2015 through their anniversary date. On their anniversary they shall receive the next year's 144 hour allotment. **

Members will be required to use all Super Kelly hours allotted prior to the completion of his or her anniversary year. Super Kelly time may not be carried over.

Super Kelly hours may be used as Personal Leave or Leave days subject to the provisions/ restrictions of the type of Leave used.

** The parties recognize that during the transitional period surrounding these changes some flexibility will be needed to ensure that the time is allocated and used within reasonable parameters. During the transition period ending December 15, 2015, the Fire Chief shall be allowed to permit members to utilize leave time in the next anniversary year. This time will be deducted from the members next leave bank and will not result in any overall increase in time.

The City reserves the discretion to switch Super Kelly Days back to calendar year as originally contemplated in the contract. The City will consult with the Fire Chief and Union before any change is made.

7. ARTICLE XXXIV – PENSION

DELETE

~~Third Paragraph, Section 2 – Effective March 1, 2015, new pension or retirement benefits can be issued by the Emergency Manager at his/her its sole discretion. Notification will be provided to the Union. The decision on these issues will, if possible, be made by July 1, 2015.~~

ADD

Effective March 1, 2015 member's hired before July 1, 2013 shall earn a two percent (2.0%) pension multiplier prospectively. If the employee stays to retirement, as defined in this agreement, the pension multiplier will be recalculated to two and one half percent (2.5%) for the same period.

Effective August 20, 2014, the ability to purchase service credit has been eliminated.

Effective January 1, 2016 the annual interest rate earned on an employee's annuity contribution shall be from 0-4% annually based on plan performance as determined by the Police / Fire Pension Board. The parties agree that this new rate shall apply to the valuation period ending June 30, 2015.

8. ARTICLE XXXVI – CONSOLIDATION, ELIMINATION OR SHARED SERVICES

AMEND

The City may consolidate, eliminate and/or form a Fire Authority at its sole discretion. It may enter into a Joint Services Agreement or into a Fire Authority or contract out or any other Agreement or service delivery model to provide Fire/EMS Services at its sole discretion during PA 436 and consistent with State Law thereafter.

ADD

The City agrees it will not cross train, convert, or consolidate the Fire or Police Departments into a public safety model without the consent of the Union during the terms of this contract.

9. ARTICLE XXXVII

AMEND

RESERVATION OF MANAGEMENT RIGHTS CLAUSE

The City reserves, at its sole discretion the ability to determine whether the Fire Department will continue or how the service will be delivered to residents. The City reserves the right to continue or discontinue with the City Fire Service, a consolidated Department under a Shared Services Agreement, a Blended or Paid On Call Department or a Public Safety Department at its sole discretion. The decision by the City as to which

method of delivery is at its sole discretion. Prior notification will be provided to the Union.

MAINTENANCE OF CONDITIONS

The City shall make no unilateral changes in hours and conditions of employment contrary to the provisions of this agreement. This provision will not limit the City's rights or obligations under PA 436.

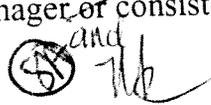
10. ARTICLE XXXVIII – DURATION

AMEND

Section 1-

This Agreement shall remain in full force and effect to and including ~~June 30, 2016~~ June 30, 2017.

Section 2- The parties agree that commencing no later than ~~April 1, 2016~~ April 2017, they will undertake negotiations for a new agreement for a succeeding period.

Section 3 - 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 unless terminated by the Emergency Manager or City Manager, or consistent with PA 436. until terms of a successor agreement can be reached. 

11. All hiring, promotion, discipline and dismissal of Fire Department personnel shall be the responsibility of the City Manager subject to the terms of this agreement. The Public Safety Commission shall be excluded from the hiring, promotion, discipline and dismissal process.

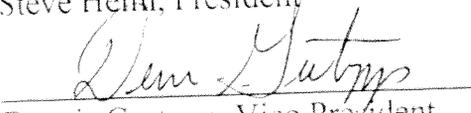
12. The City agrees to promote FF. Emler to Senior FFII and Senior FF. Pavlovich to FFIII.

12. The parties agree the term of the existing contract is extended to June 30, 2017, and all terms and conditions of the contract remain in full force and effect except as modified herein.

FOR THE UNION



Steve Heim, President



Dennis Gratopp, Vice President

FOR THE CITY


Brad Coulter, Emergency Manager

12/21/15