COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN (Clerical)

November 1, 2014 – June 30, 2017

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AGREEMENT

This Agreement entered into on **November 1, 2014** between the City of Lincoln Park (hereinafter referred to as the Employer) and the Technical, Professional and Office workers Association of Michigan, (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 labor relations for the mutual interest of the Employer, the Employees and the Union.

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

A. 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.

Notwithstanding the above, it is specifically understood by and between the parties that the City Charter or City Ordinances does not supersede any language of this Agreement.

B. The Union recognizes the exclusive rights 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.

C. The City and Emergency Manager retain all rights under PA 436.

D. **EMERGENCY MANAGER** – The individual appointed by the State of Michigan pursuant to PA 436.

E. **RETIREMENT** – For the purposes of sick time payout as well as determination of the pension multiplier, retirement shall be defined as the attainment of age fifty (50) with twenty-five or more years of service or after twenty-eight years of service regardless of age, duty disability retirees and vested members who reach age sixty (60) with at least ten years of service time.

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ARTICLE I
RECOGNITION

1.1: 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 rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All office clerical employees employed by the City of Lincoln Park who are described as permanent classified personnel and as defined in Chapter XVI, Section 6, and Chapter XI, Section 10 of the Charter of the City of Lincoln Park, but excluding Supervisory employees and/or confidential employees (i.e., Management Coordinator) and all other employees. The City agrees to change all reference to employees in the Labor Agreement to that of "Bargaining Unit Employees".

For purpose of the article and applicability throughout this agreement, there is one job classification for members of the bargaining unit titled Administrative Clerk. Job assignments refer to the specific place of the employee in an assignment such as the department of Assessor, City Clerk, Treasurer, Building, Finance, etc. and others as assigned by the City. Vacancies which the city decides to fill with full time employees shall be open for bid to full time bargaining unit members but the City may choose another applicant at its discretion can be utilized in all departments at the City's discretion. Employees can work in all departments at the City's discretion.

ARTICLE II
AID TO OTHER UNIONS

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

2.2: 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 that 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, Steward, Staff Representative, as necessary and the party or parties concerned.

ARTICLE III
UNION SECURITY AND DUES DEDUCTION

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

3.2 Each employee, who is or becomes a member of the Union, or a service fee payer, 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.

3.3 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.

3.4 Deductions for any calendar month shall be remitted to the TPOAM and sent to 27056 Joy Road, Redford, MI 48239-1949. 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.

3.5 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.

3.6 If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

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

ARTICLE IV
REPRESENTATION

4.1: Bargaining Committee. The employees shall be represented by a bargaining committee with a maximum of 2 representatives. The Chairperson can be one of the two (2) members. This committee shall be selected in any manner determined by the Union; however, those selected must be on the seniority list. This restriction shall not apply to any TPOAM Representative who is a member of the bargaining team.

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.

4.2: Grievance Committee. The City shall recognize a grievance committee composed of the Chairperson and one (1) Steward.

4.3: Representation Areas. The Union shall have a steward and one (1) Alternate Steward.

4.4: Compensating Union Representatives. Whenever it is necessary to investigate or process a grievance, a Steward or Alternate Steward shall be permitted reasonable and necessary time without loss of pay and/or time. The Steward or the above designated, shall request permission from his/her Supervisor and such permission shall be granted without undue delay. Further, it is understood that the Steward's or the above designated, Supervisor may keep a record of the employee's time off the job.

Stewards and/or Chairpersons will not abuse their rights to investigate and process grievances. Management will not abuse its right in releasing the above mentioned, representatives when requesting time for the purpose of investigating and/or processing grievances.

It is further understood that Alternate Stewards and the Vice Chairperson can only function in the absence of the designated Steward and Chairperson at which time they then become the Steward and/or Chairperson.

4.5: Names and Titles of Representatives. The Union will notify the City of the names and titles of their representatives. No representatives will be permitted to act as such until the City is advised that the person has become a representative.

4.6: Visits by Union Representative. The Employer agrees that accredited representatives of the TPOAM shall have access to the premises of the Employer at any time during working hours to conduct Union business. If Union business will require time of employee or employer, previous consent will be required.

ARTICLE V
GRIEVANCE PROCEDURE

5.1: Definition, Scope and Time Limits. A grievance is a complaint, claim and/or dispute by an employee in the Bargaining Unit or by the Union, that there has been a violation, misinterpretation and/or misapplication of the provisions of this Agreement.

Any grievance, which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled as set forth in the Grievance Procedure.

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 Employer fails to give a timely answer, the grievance will move automatically to the next step of the grievance procedure. It is specifically understood that the third step of the Grievance Procedure is mandatory.

It is understood that individual grievances will be presented at Step 1, of the Grievance Procedure by the Steward representing that District. However, discharges, suspensions, and Union policy grievances, shall be presented at, Step 3 by the Chairperson.

No grievance shall be filed or processed based on facts or events after ten (10) working days after such facts or events have occurred or when the Union should have known that such facts or events have occurred. Working days under this Agreement shall mean Monday through Friday, excluding Saturday, Sunday and Holidays.

5.2: Grievance Procedure. Grievances shall be filed in the following manner with the understanding that the steps in the Grievance Procedure may be by-passed by mutual agreement. Further, time limits may also be extended between the City and Union by mutual agreement, in writing, signed by both parties. For the City, the City Manager for the Union, the Unit Chairperson, or TPOAM Staff Representative.

Step 1
The employee(s) involved may take up the claim and/or dispute with the Department Head or his/her designee with the Steward representing TPOAM, or in their absence, the Alternate Steward. The Department Head or his/her designee will consider the dispute and/or claim and give his/her answer to the employee and Steward verbally within, twenty four, (24) hours.

Step 2
If a satisfactory adjustment is not made of the dispute/claim at Step 1, it shall then become a grievance and may be reduced to written form by the Union in accordance with Section 2 of this Article. Said grievance will be filed by the Steward or Chairperson on the behalf of the employee(s) or Union and signed by such Steward or Chairperson and presented to the Department Head or his/her designee within seven (7) working days from the date the answer is received by the Unit Chairperson or Steward from the Department Head or his/her designee at Step 1.

A meeting shall be scheduled by the Steward or Chairperson and the Department Head or his/her designee and held within five (5) working days from Management's receipt of

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the written grievance. This meeting shall, be attended by the grieved employee(s) plus the Steward and the Chairperson and the Department Head and his/her designee plus two (2) other Management employees if deemed necessary by the Department Head.

Management will consider the grievance and give its written answer in detail to the appropriate Steward with a copy to the Chairperson within five (5) working days after such meeting.

Step 3
If a satisfactory adjustment is not made of the grievance at Step 2, the matter may, be appealed by the Chairperson, within five (5) working days to the Emergency Manager or City Manager or his/her designee. A meeting shall be arranged between TPOAM and the Emergency Manager or City Manager or his/her designee and held within ten (10) working days from the date the answer is received from Step 2 of the grievance procedure.

At this meeting there shall be in attendance, the Chairperson, the Steward involved, the grieved employee or another Bargaining Unit employee chosen by the Chairperson, if that employee has knowledge of the facts or events given rise to that grievance as determined by the Chairperson. The TPOAM Representative may be in attendance at this step of the Grievance Procedure if such Representative deems it is necessary. Management shall have in attendance the Emergency Manager or City Manager and/or his/her designee, the Department Head or his/her designee. The Employer may also have an outside representative if deemed necessary by Management.

The Emergency Manager or City Manager or his/her designee will consider the grievance and the issues involved at this step and give his/her written position in detail to the Chairperson with a copy to the Representative of TPOAM within five (5) working days from the date of the meeting. It is understood that the Step 3 meeting will be mandatory per the Grievance Procedure.

Step 4 - Final and Binding Arbitration

A. If the grievance is still unsettled after the Chairperson receives Management's written position from Step 3; TPOAM may within thirty, (30) working days request arbitration in writing to the City Manager.

B. Management 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 Association shall be requested by either party to provide a panel to choose from under the provision of the American Arbitration Association.

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C. The expenses for the arbitrator's services and the proceeding 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 Arbitrators: 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 its written answer within thirty, (30) days.

G. Each party will be responsible for the expenses of their own witnesses.

ARTICLE VI
UNION ACTIVITIES OF UNION STEWARDS AND OFFICERS

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

A. Post Union notices.

B. Distribute Union literature (with the prior approval of the Department Head)

C. Attend negotiating meetings with the Employer or its designated representative when mutually agreed upon.

D. Transmit communications, authorized by the Local Union or its Officers, or the Employer or his representative, subject to Article XXIII (b).

E. Consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of the Agreement.

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F. Union Officers and Stewards will limit Union activities on City time to only reasonable time off 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.

G. It is understood that the Union Representative shall request permission from his/her supervisor and such permission shall not be unduly withheld. Further, it is understood that the Union Representative's supervisor may keep a record of the employees' time off the job.

H. Union Representatives will not abuse this section. Management will not abuse its right in releasing the above mentioned, representatives when requesting time for the purpose of investigating and/or processing grievances.

ARTICLE VII
SPECIAL CONFERENCES

7.1: Special Conferences for important matters will be arranged between the Chairperson and the City Manager or their designated representatives upon the request of either party, but not more frequently than once each month, except by mutual consent. Such meetings shall be between not more than three (3) representatives of the Employer and not more than two (2) representatives of the Bargaining Unit, unless otherwise mutually agreed.

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 conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by, Representatives of TPOAM.

Special conferences will be scheduled on regular scheduled City time (9:00 A.M. to 3:00 P.M.). However, employees will not be paid when the scheduled conference goes into the employees' off time.

Special conference requests will be scheduled to be heard within ten, (10) calendar days of the receipt of the written request unless otherwise mutually agreed. The party requesting the special conference shall submit an agenda of the items to be covered and the other party shall respond in writing as to its position within ten (10) calendar days after the special conference is held.

ARTICLE VIII
SENIORITY

8.1: Probationary. New employees shall have a probationary period for the first six (6) months of their employment. Upon completion of this probationary period, the employee shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked.

The City, for proper reasons, (excluding checking employment applications and personal references) may extend the probationary period up to an additional sixty, (60) calendar days for new employees.

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.

8.2: Seniority Lists. The seniority of all employees shall commence with the date of the latest hire by the City of Lincoln Park. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. This seniority list will be provided in July on or before the, 31st day.

8.3: 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 grievance procedure.

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 Employer.

8.4 Seniority of Officers and Stewards

A. Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work as long as there is a job in their area which they can perform and shall be recalled to work, in the event they are laid off, to the first open job in their area which they can perform.

B. Notwithstanding their position on the seniority list, the TPOAM Chairperson, and Chief Steward shall, in the event of a layoff be continued at work at all times when one or more departments or fractions thereof are at work, providing they can perform the work.

C. The City recognizes these clauses to the extent that stewards are elected bi-annually and that these officers and stewards are not construed to have protected seniority except during their official term of office.

8.5: Layoffs.

A. The word "layoff" means a reduction in the working force. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

B. The necessary number of least senior employees shall be removed from the affected classifications if the City determines the remaining employees can perform the work.

C. An employee may volunteer for layoff with approval at the City's discretion.

D. For the three members on the payroll as of April 1, 2015, the following will also apply:

1. Probationary, temporary and part-time employees performing work in this bargaining unit will be laid off prior to any of these three individuals being laid off if the individuals remaining in the bargaining unit have the ability to perform the remaining work.

2. In the event that an employee who is unsatisfactory in a new position after bumping into the new position, is removed by the employer, such removal may be subject to the grievance procedure.

8.6: Subcontracting. The City reserves the right to subcontract work normally performed by the Bargaining Unit subject to the following conditions:

A. The City may use subcontractors or part time/temporary, employees whichever the City decides is most practical and/or economical at its discretion.

8.7: Recall Procedure.

A. The employee retains recall rights equal to two years, whichever is earlier.

B. When the working force is increased after a layoff, laid off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the classification from which the employee was laid off, or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position if the employee can, at the City's discretion, perform the work. Recall will be by written certified notice, return receipt requested to the employee's last known address on file with the City, and shall require that the employee report to his/her supervisor within two (2) days after the date of delivery or proof of non-delivery. The employee, if employed elsewhere will be allowed a fourteen (14) calendar day grace period in which to give proper notice of resignation to said employer. The employee must then report to work on the next work day following the fourteen (14) calendar day grace period.

8.8: Transfer.

A. Out of the Bargaining Unit: An employee, who transfers or who is promoted to a position under the Employer not included in the Bargaining Unit, shall have his/her seniority frozen while working in a non-union position.

B. In the event he/she returns to the Bargaining Unit, he/she shall be reinstated in the same or lower paying job classification he/she had

prior to leaving the Bargaining Unit, provided there is an opening. The time spent out of the Bargaining Unit will not be counted toward seniority within the unit.

C. Those employees who leave the Bargaining Unit but still remain employees of the City of Lincoln Park and who re-enter the Bargaining Unit shall have total years of service with the City counted as the basis in determining salary placement, vacation and longevity.

D. Employees who accept transfers out of the Bargaining Unit to a position within the City shall have their seniority frozen from the day he/she leaves until he/she states his/her desire to return. During the first sixty, (60) calendar days the employee shall have the right to revert back to his/her former classification. After sixty, (60) calendar days, in the event he/she returns to the Bargaining Unit, he/she shall be reinstated in the same or lower classification he/she had prior to the leave, provided there is an opening.

8.9: New Employee Testing. New employees may be hired from an eligibility list created from open recruitment and competitive testing at the City's discretion.

8.10: Promotion and Transfer Bidding.

A. The City retains the right to decide when and if a vacancy exists.

1. When the City decides to fill a vacancy it will be posted for a period of five (5) working days on the Union bulletin boards. The posted notice may at its discretion set forth the job description, title, shift, location, whether a permanent or temporary vacancy and the location of the opening and approximate number of hours required if less than a full time position. The City will select the best candidate from all internal and external applicants and that decision will be at the discretion of the City.

2. When the employer has knowledge of forthcoming vacancies within the Bargaining Unit, they may make testing available for the classification that will be posted, so that the employees will have the opportunity to qualify for the position.

B. Employees interested shall apply within the five (5) working day posting period. The employees bidding for the job must file their bid in writing to the Human Resources Department. The employee shall retain one (1) copy of the form and Human Resources Department shall retain the original.

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C. The Trial Period: Trial periods shall be for sixty, (60) calendar days but can be extended for another sixty (60) calendar days at the City's discretion. The employee shall be awarded the job if the employee completes the Trial Period. The trial period may be used by the employee to determine if the employee wants the position and by the City to determine if the employee is capable of performing the position's requirements.

During this trial period, the employee shall have the right to revert back to his/her former classification, location, shift and job title. If the employee is unsatisfactory in the position, and the Employer returns the employee to the previous classification, location, shift, and job title the employee held, notice of the action and reasons shall, be submitted to the employee in writing with a copy to the Chairperson.

D. If an employee receives either a permanent promotion, temporary promotion or is moved up in classification, that employee shall be paid at the next highest increment of pay in the new pay level that is above the employee's current rate of pay, and shall follow the regular progression schedule thereafter. When an employee requests a demotion, the employee's pay schedule will be the highest increment in the lower classification.

E. If an employee is off work for any reason including going on vacation, sick leave or leave of absence and wishes to be considered for vacancies that occur during his/her absence, he/she shall request in writing to the City Manager, the vacancies for which he/she wishes to be considered. The City Manager will notify the employee if an opening occurs. The employee must leave a telephone number to be reached or the employee is ineligible from bidding.

F. Temporary job is a new job of a temporary nature, which shall not exceed one hundred and eighty, (180) working days. If the temporary position goes beyond one hundred and eighty, (180) working days, it will be posted as a permanent position.

G. Probationary employees may apply for posted job openings. However, because they have not attained seniority status, the Department Head has the sole discretion of awarding the position to a probationary employee without regard to hire date. The Department Head also has the sole discretion to extend the probationary period for the same amount of time not spent in the position in which the employee applied and was awarded. Probationary employees will not have any revert back rights to their former position.

ARTICLE IX
HOURS OF WORK

9.1: Hours. The work hours for employees covered under this Agreement shall be Monday through Friday as follows (which includes a one-half (1/2) hour paid and unpaid lunch period): 8:00 A.M. - 4:30 P.M. The City reserves the right at its discretion to alter the work schedule and flexibility in the lunch period at the discretion of the employee's direct supervisor. This decision shall not be subject to the grievance procedure. (An employee may be able to work through one-half (½) hour of their lunch with the approval of their Department Head and leave at 4:00 p.m.)

9.2: Computing Leave Time. Sick leave days, vacation days, holidays, etc. will be 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)

The workweek, 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.

9.3: Time Clock. Employees will be required to ring in and out at the beginning and end of each day and lunch hour on the cards provided in the racks alongside the time clock. Repeated failure to do so is subject to discipline.

9.4: Paid Lunch Time. A minimum of four (4) hours must be worked in each working day for employees to receive paid lunch hour benefits. Prior approval from the Department Head must be obtained to work through a lunch period and will not occur on a regular basis.

9.5: Call In. Employees shall be paid a minimum of two (2) hours at straight time of the employee's regular rate of pay when called in.

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

ARTICLE X
OVERTIME

10.1: Any work authorized by the Department Head or City Manager, other than the regularly scheduled hours Monday through Friday shall be paid at one and one half (1 1/2) times the regular pay.

Sunday work will be paid at time and one-half.

ARTICLE XI
INSURANCE

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11.1: A. 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 office visit co-pay and an emergency room co-pay of $150. The drug rider shall be $10 generic and $40 non-generic with MOPD2x. For a 90 day prescription, employee will be required to pay two co-pays. (Example: a 90 day generic drug will cost an employee $20.)

B. All members of the bargaining unit will pay 20% of the overall premium share of health insurance coverage, which shall include all taxes and fees under PA 152.

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

Effective May 1, 2015 or thereafter, the City will be implementing a new program at its discretion. Notice will be provided to the Union by the City.

D. Retiree Health Care. Retirees shall receive the same medical coverage as active employees, except that:

- Should hospitalization and medical care benefit coverage including, prescription provided to active employees cease for any reason, the insurance benefits last covering the retiree, spouse and covered dependents will remain in effect.

- Should coverage not be accepted where the retiree resides, the City, will provide for comparable benefits, which will be accepted where the retiree resides;

- 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.

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

- 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.

- In order to be eligible for retiree health insurance, employees must have attained age 50 with 25 years of (actual) 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, at the time of retirement, the members' premium rate will be locked into a fixed dollar amount equal to the premium share.

All retiree health insurance will be eliminated effective November 1, 2014. The City will be implementing a new program prospectively at is sole discretion. Notice will be provided to the Union before implementation.

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

11.2: Life Insurance. Active members shall be entitled to a $30,000 Term and $30,000 AD&D policy.

11.3: Dental Insurance. The City will pay the full monthly premium for the existing dental plan. The City, however, shall have the right to change to a plan providing for benefits similar to those of the plan.

11.4: Insurance for Probationary Employees. All insurance except for LTD for all newly hired full time employees shall be effective on the date of hire.

11.5: Long Term Disability Insurance. The City will provide Long Term Disability Insurance for employees after ninety, (90) days of disability. Employees will receive 66.67% of monthly base earnings with a maximum of $5,000.00 per month. Benefit details can be found in the insurance handbook. This benefit will be provided only after one year of service.

11.6: Optical Insurance. The City will pay the full monthly premium for the vision plan.

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

ARTICLE XII
VACATIONS

12.1: The City will grant vacations on the following schedule:

Hired after 7/1/90	Hired after 1/1/03	For both groups effective upon ratification

1- 2 years	9 days	7 days	10 days
3- 4 years	11 days	10 days	10 days
5- 9 years	19 days	15 days	15 days
10-14 years	22 days	20 days	15 days
15-19 years	24 days	24 days	20 days
20+ years	25 days	25 days	20 days

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

12.2: Vacation time may be accumulated for two (2) years. However usage may be limited to only one year's earned time at the discretion of the City.

12.3: 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 or her legal heirs in the case of death per the definition below.

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.

12.4: For vacation purposes, anniversary dates will be used for computation of time.

12.5: Vacation selections shall be based on seniority. Anyone scheduling their, vacation on or after January 31st of each year shall not be permitted to bump a less seniority person whose vacation was scheduled previous to January 31st of that calendar year.

12.6: Vacation time shall not be taken in less than ½ hour increments. Vacations will be subject to prior approval from the Department Head at the City's discretion. Leave cards are to be submitted to the Payroll Department prior to the leave whenever possible.

ARTICLE XIII
HOLIDAYS

13.1: Effective upon ratification, Employees shall be granted a paid holiday with pay when the following holidays fall on a regular work day:

New Year's Day
Fourth of July
Memorial Day
Labor Day

Christmas Day Thanksgiving Day

Employee required to work on any of these holidays will be paid at time and one-half (1 ½) for all hours worked.

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 or vacation time authorized in writing in advance, or is due to sickness certified by a licensed physician.

Employees shall be granted a day off without pay for the following holidays effective upon ratification. Employees may use vacation or personal time on these days:

President's Day	Martin Luther King, Jr. Day
Day after Thanksgiving	Christmas Eve
New Years Eve	Veteran's Day

No employee shall receive holiday pay or be eligible to use vacation or personal leave on these unpaid days unless he/she shall have reported to work on the regular work day immediately preceding and following said holiday, except where the employee's absence is based upon personal or vacation time authorized in writing in advance, or is due to sickness certified by a licensed physician.

ARTICLE XIV
LEAVE OF ABSENCE

14.1: 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 may be granted 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 Health Officer)

EXCEPTIONS:

1. Seniority date shall remain the same
2. The City agrees to continue insurance premiums only if being paid by leave banks or on FMLA.
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 (1) 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.

14.2: Any employee returning to work after being on leave for reasons listed in this paragraph shall be required to present medical proof of physical or mental fitness before returning to work.

14.3: Military Leave. Employees leaving for State or Federal military service shall receive benefits for job retention, seniority and return to employment under the provisions of any applicable laws that are in effect at that time.

ARTICLE XV
SICK LEAVE

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

15.1: No employee shall be paid sick leave for three (3) or more consecutive days of continuous illness except upon the presentation of a satisfactory medical certificate.

15.2: Sick leave shall be computed from the date of an employees' induction into service at the rate of eight (8) hours per month of service and credited to the employee's sick leave bank on July 1, of the employee's first year of employment.

15.3: Sick leave accumulation shall be limited to sixty, (60) days (480) hours.

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 sixty (60) with ten (10) years of service as well as duty disability retirees. 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 or upon death 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 = 240; 300 = 150]

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 provide for retiree healthcare funding.

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

The City shall pay the difference between Workers' Compensation and the employee's base salary for a period of one year without loss of time. All employees must meet and cooperate with the requirements set forth by the Workers Compensation Administrator. Employees must comply with all directives and orders of medical personnel, institutions or facilities.

15.5: For Long Term Disability Insurance see Article XII on INSURANCE.

ARTICLE XVI
SPECIAL LEAVE

16.1: Bereavement. A member will be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current Spouse, Child, Parents, Brother, Sister, Step-parent/Child, Step-sibling

A member will be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Father-in-law, Mother-in-law, Member of Household (with City Manager's Approval), Grandparent, Brother-in-law, Sister-in-law, Daughter-in-law, Niece, Son-in-law, Grandchild, Nephew

A member will be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

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

An additional one (1) day shall be added to the above leaves, if in excess of a radius of 250 miles from Lincoln Park. All bereavement leave time will be paid upon receipt of verification (i.e., memorial service, letter from funeral home) at the City Manager's discretion.

16.2: Personal Leave. The City agrees to allow 16 hours for personal leave. Personal leave time cannot be taken in less than ½ hour increments and is non-compensable and non-accumulative.

16.3: Jury Duty. Employees called for jury duty will supply copy of notice to the Human Resources Department and upon receiving jury duty pay will endorse the check

they receive from Court, less itemized expenses and turn same over to the Finance Director, 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 XVII
LONGEVITY

17.1: Employees with five (5) years of service will receive a longevity payment in the amount of $475.00. Effective July 1, 2010, longevity will be eliminated for all new hires into the bargaining unit.

17.2: Longevity payments shall be made to each employee by the 15th or 30th of the month after the employee's anniversary date.

ARTICLE XVIII
WAGES

18.1: Effective July 1, 2014, the base wages of all members shall remain the same as the prior fiscal year.

The wage scale for members of the bargaining unit is as follows with annual increases following a 30 month schedule. The schedule may not be followed or accelerated at the City's discretion depending on an employees experience and job function. The City may hire new employees directly into a higher pay grade or schedule at its discretion effective upon ratification:

	Annual	Biweekly
Probationary	$27,500.00	$1,057.66
Grade A	$29,002.91	$1115.50
Grade B	$32472.76	$1248.96
Grade C	$36,218.75	$1393.03

The Grade below will only be paid at the discretion of the City and this decision is not subject to the grievance procedure. This grade will be based solely upon the City's determination as to need, job performance of the employee and complexity or increasing responsibility of an employee's job functions.

Grade D	$38, 125.00	$1466.35

A $.25 per hour (up to $1.00) certification compensation for state recognized certifications and licenses, not including college degrees, shall be paid if it pertains to the job assignment. It is the employee's responsibility to maintain the certification. The City will remove the pay increase if the employee fails to keep the certification current or if the certification does not apply to the position being held by the employee.

ARTICLE XIX
DISMISSAL AND DISCIPLINE

19.1: An employee will not be disciplined or dismissed without just and stated cause. If the employee is disciplined and/or dismissed, it will be done in such a manner so as not to cause undue embarrassment to the employee in front of other people. In most cases, discipline and/or dismissal will be done in the following procedure; however, the City reserves the right not to follow this procedure for justified reasons:

A. Immediate for just cause - otherwise
   1. Theft from employer
   2. Sabotage
   3. Conviction of a felony while employed
   4. Possession of weapon on City property
   5. Assaulting supervisors on job related incidents
   6. Assaulting other employees on the job

   All of the items are job related except (3).

B. Verbal warning (Employer must inform the employee that this is a warning in the first step of a disciplinary procedure).

C. Written warning

D. From one (1) to three (3) days suspension

E. Dismissal

The above graduated penalties are for like infractions.

19.2: Notice of Discharge or Discipline. The City agrees promptly upon the discharge or discipline of an employee, to notify, in writing, the steward in the unit of the discharge or discipline.

19.3: The discharge or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the Unit and the City will make available an area where he/she may do so before he/she is required to leave the property of the City, except where removal of the employee is necessary in order to maintain order. Upon request, the City or its designated representative will discuss the discharge or discipline with the employee and the Steward in an attempt to resolve the same, if possible.

19.4: Appeal of Dismissal or Discipline. Should the disciplined employee or the Steward consider the discipline to be improper, the matter may be referred to the Grievance Procedure.

19.5: No 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 an 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 two (2) years, shall be removed from the file at the employee's written request.

ARTICLE XX
PROCEDURES FOR AMENDMENTS

20.1: It shall be the duty of the designated representative or bargaining committee and Chairperson to handle all matters pertaining to negotiations with the City in regard to any changes or amendments to this Agreement.

If any Article or Section of this Agreement or Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement or Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI
UNION BULLETIN BOARDS

21.1: The City agrees to provide the Union with bulletin boards in all City buildings where Union employees are regularly employed. The bulletins are to be restricted to the following types of notices:

A. Recreational and Social Events of the Union
B. Union Meetings
C. Union Elections and results
D. Reports of Union Committees
E. Rulings or Policies of the Union

21.2: Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or anything reflecting upon the City or its employees' character, shall be in violation of this Article and shall entitle the City to request the Union to remove such material.

21.3: Bulletin Boards will be used by the City to post job openings.

ARTICLE XXII
PART TIME/TEMPORARY EMPLOYEES

22.1: The parties acknowledge the ability of the City to use subcontractors and part time employees.

ARTICLE XXIII
GENERAL PROVISION

23.1: 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.

A. Safety. The Employer agrees to provide safe working conditions at all times. If the City cannot, the employees will be released to go home without loss of pay.

The City will institute an Advisory Safety Committee composed of City and Employee representatives. This Unit will be entitled to a representative on same.

B. Bargaining unit members will be covered by the City's Educational and Travel Policy. The policy is adopted by reference and can be changed at the discretion of the City.

ARTICLE XXIV
PENSION

24.1: 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.

24.2: 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 pension and health care benefits afforded to them in retirement:

MERS Hybrid. Employees hired after December 1, 2004 are afforded the MERS Hybrid Plan.

V.E.B.A./Section 125 Retiree Health Care. 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/Section 125 account or other Health Savings 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 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.

This will apply to all members effective March 1, 2015.

Effective March 1, 2015, the City will begin contributing 2% of base salary to a healthcare savings plan.

Effective March 1, 2015, 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. This is to improve the funding level in the plan.

ARTICLE XXV
PENSION ENHANCEMENT

25.1: For employees part of the Defined Benefit Pension System, benefits will increase $300 annually and 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.

ARTICLE XXVI
DURATION OF CONTRACT

26.1: This Agreement, effective November 1, 2014 constitutes the entire agreement between the parties and shall remain in full force and effect until 11:59 P.M., June 30, 2017. If either wishes to modify this Agreement, such party so wishing to modify, must within ninety (90) calendar days prior to June 30, 2017, by giving a written notice to the other party expressing its desire to modify this Agreement. Such notice shall be sent by registered mail or hand delivered with a signed receipt. Upon receipt of such notice, the parties must then establish a date and time to meet in Master Contract Negotiations.

If either party wishes to terminate said Agreement after June 30, 2017, they shall give the other party a ten (10) calendar day written notice in advance of their intent to terminate.

If either party fails to send a letter requesting modification of the Agreement, this Labor Agreement shall remain in full force and effect on a year to year basis.

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.

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN

08/17/15

Gregg Allgeier
Business Agent

Kimberly Dunco

President

Doris Kozole

Secretary

CITY OF LINCOLN PARK

Brad Coulter
Emergency Manager

4425 (Rev. 04-15)

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

NICK A. KHOURI
STATE TREASURER

September 21, 2015

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

Mr. Coulter,

I have reviewed your proposed Technical Professional Office Workers Association of Michigan (Clerical) collective bargaining agreement. Because a contract is involved, one which was not competitively bid and exceeds the statutory threshold of $50,000.00, my approval is required to proceed.

This letter serves as my approval of this action. You may execute the Technical Professional Office Workers of Michigan (Clerical) collective bargaining agreement without further delay.

Sincerely,

N. A. Khouri
State Treasurer

P.O. BOX 30728 • LANSING, MICHIGAN 48909-8228
www.michigan.gov/treasury • 517-373-3227