

**City of Lincoln Park and
Lincoln Park Administrators Association
January 1, 2023–January 1, 2025**

AGREEMENT

This Agreement entered into on August 7, 2023, between the City of Lincoln Park, Michigan, hereinafter referred to as the City and the Lincoln Park Administrator's Association, hereinafter referred to as the Association.

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE I - PURPOSE AND INTENT

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

ARTICLE II- DEFINITIONS

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

ARTICLE III - WAGES

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

| Effective January 1, 2023 | <u>Salary</u> |
|------------------------------------|---------------|
| Director of Finance and Operations | \$86,610.80 |
| Director of Public Services | \$92,512.37 |
| Director of Parks and Recreation | \$62,400.00 |
| Building Department Manager | \$80,069.18 |

| Effective January 1, 2024 | <u>Salary</u> |
|------------------------------------|---------------|
| Director of Finance and Operations | \$90,075.23 |
| Director of Public Services | \$96,212.86 |
| Director of Parks and Recreation | \$63,960 |
| Building Department Manager | \$82,070.91 |

Stipends for Special Certifications and Licenses

Members shall receive a stipend of \$500 per year for each Special Certification or License held or obtained during the term of this contract. The stipend(s) shall be paid one time per contract year on the last pay date in March. To be eligible to receive this stipend(s) the member must be employed with the City as of March 1 of the year in which it is paid.

| | |
|---|------------------------------------|
| Graduate Certificate in Accounting | Certified Public Account (CPA) |
| Certified Public Finance Officer Through the Government Finance Officer Association | |
| Distribution System S2 License | Distribution System S3 License |
| Distribution System S4 License | Certified Ice Rink Manager (CIRM) |
| Park & Recreation Professional (CPRP) | Certified Rink Administrator (CRA) |

ARTICLE IV - HOLIDAYS

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

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

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

ARTICLE V - IN LIEU OF OVERTIME

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

ARTICLE VI - INSURANCE BENEFITS

SECTION 1 - MEDICAL

ACTIVE EMPLOYEES:

The City shall provide for the Members and eligible dependents, the following insurance coverage subject to the following provision:

The City shall provide a Simply Blue PPO 500 Plan as outlined in the attached benefits at a glance. The City shall comply with the hard cap provisions of PA 152. The City retains the right to change health insurance carriers or become self-insured, provided the benefits remain reasonably similar to the present benefits. The Parties agree that should the City receive a rate increase in excess of 10% for any contract year the parties will meet to discuss the impact.

The City may reopen the Agreement to address the repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare or actions taken by the State legislature regarding retiree healthcare issues.

Should a member elect not to participate in the City's health insurance program, the member shall receive \$400 per month in lieu of health insurance as long as the member is enrolled in a group health insurance plan. 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.

RETIREE MEDICAL:

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

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

SECTION 2 - DENTAL

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

SECTION 3 - OPTICAL

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

SECTION 4 - LIFE INSURANCE

The City shall pay the full monthly premium on the life insurance policy of \$50,000 Term with \$50,000 Accidental Life & Dismemberment. The City shall have the right to change the provider.

SECTION 5 - LONG TERM DISABILITY

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

SECTION 6 - CHANGE IN INSURANCE PROVIDERS

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

ARTICLE VII - SICK LEAVE

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

No employee shall be paid 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.

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

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

ARTICLE VIII - LEAVE TIME

SECTION 1 - VACATION

Members shall be entitled to the following vacation schedule:

| | |
|--------------------------------|---------|
| 1 through 4 years of service | 10 days |
| 5 through 14 years of service | 15 days |
| 15 through 19 years of service | 20 days |
| 20 years and over | 26 days |

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

SECTION 2 - PERSONAL TIME

Each member shall receive twenty-four (24) hours of personal time each calendar year, non-accumulative and non-compensable. Time must be taken in a minimum of 30-minute blocks.

SECTION 3 - BEREAVEMENT LEAVE

Members are allowed 5 days for the death of:

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

Members are allowed 3 days for the death of:

| | | | |
|---------------------|-------------|----------------|---------------|
| Sister-in-law | Grandparent | Brother-in-law | Grandchildren |
| Daughter-in-law | Niece | Son-in-law | Nephew |
| Member of Household | | | |

Members are allowed 1 day for the death of:

| | |
|---------------------------------|--------------------------------|
| Current Spouse's Brother-in-law | Current Spouse's Sister-in-law |
| Aunt | Uncle |

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

ARTICLE IX - TERMINATION BENEFITS

At retirement as defined below, members shall be entitled to receive all earned vacation time and 50% of sick leave accumulation with a maximum payout of 240 hours of sick leave accumulation. For resignation, termination or layoff: members shall receive all

vacation time but will not be paid for accumulated sick leave.

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

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

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

ARTICLE X - PENSION

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

For employees that stay through retirement as defined in the contract and are members of the Defined Benefit Plan hired prior to December 1, 2004, the pension multiplier will be 2.5%. For employees that leave before attaining full retirement, a 2.0% multiplier will apply prospectively. 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. The member's pension contribution rate is 10.41%.

Members hired before November 1, 2004 in the traditional Defined Benefit (DB) plan, shall be ineligible to accrue any additional value to their annuity after twenty (20) years of service. If an employee at the time of this agreement has attained more than twenty (20) years of accrued annuity contributions, they will be afforded the right to withdraw those contributions.

Effective August 20, 2014, the purchase of three years of service credit was eliminated. Effective November 1, 2014, the COLA benefits were eliminated. All pension enhancements after retirement are eliminated.

New members hired after January 1, 2012, will be enrolled in the MERS Hybrid Plan. The member's pension contribution rate is 2.00%. The Administrative Services Agreement (ASA) for both plans is attached.

ARTICLE XI - GENERAL

SECTION 1:

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

SECTION 2:

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

ARTICLE XII - MISCELLANEOUS


Annually, the employees will receive an evaluation and work with city management to develop a personalized growth plan. The evaluations and growth plans are to be used as a tool to improve organizational effectiveness and not as a method of disciplinary action.

ARTICLE XIII - DURATION

This Agreement shall be effective January 1, 2023 and shall remain in full force and effect to and including January 1, 2025. The parties agree that commencing no later than October 1, 2022, they will undertake negotiations for a new Agreement for a succeeding period.

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

CITY OF LINCOLN PARK



Michael Higgins Sr., Mayor

LINCOLN PARK ADMINISTRATORS ASSOCIATION



Lisa Griggs, Director of Finance and Operations



John Kozuh, Director of Public Services



Dennis Anderson, Director of Parks and Recreation



John Meyers, Building Department Manager