

**CITY OF WESTLAND**

**and**

**U.A.W. LOCAL 174**



Collective Bargaining Agreement  
July 1, 2014 through June 30, 2018

**U.A.W. LOCAL 174 CITY OF WESTLAND SUPERVISORY ASSOCIATION  
COLLECTIVE BARGAINING AGREEMENT  
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THIS AGREEMENT entered into this \_\_\_\_\_ 2014, between the City of Westland (hereinafter referred to as the “Employer”) and the City of Westland Supervisory Association, Unit of Local 174, UAW (hereinafter referred to as the “Union”).

The masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required by the circumstances and individuals involved and is not intended to be discriminatory in any fashion.

<b>PURPOSE AND INTENT</b>
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The general purpose of this Agreement is to set forth the terms and conditions of employment of the members of the bargaining unit and to promote orderly and peaceful relations for the mutual interest of the City of Westland and the Union.

The City of Westland and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives and the employees covered by this Agreement.

The City of Westland and the Union further recognize that due to rising costs, they have an equal obligation to assist in accomplishing greater productivity and services to the community.

<b>ARTICLE 1</b>
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**Recognition**

Pursuant to the provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive Bargaining Representative.

All persons serving in a Supervisory or Professional capacity shall be eligible for membership except:

1. Employees covered under Act 78 or members of any other collective bargaining unit.
2. All Department Heads.
3. All Division Heads named in the City Charter or duly adopted by ordinance.
4. The Administrative Assistant to the Mayor.
5. The Mayor’s office and secretarial staff, and secretary to the Personnel Director.

<b>ARTICLE 2</b>
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**Management Responsibilities**

**A. Control and Management**

It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall reign and be solely the City's rights and responsibility. Such rights and responsibilities belonging solely to the City and hereby recognized, prominent among which, but by no means wholly inclusive are:

1. All rights involving public policy.
2. The right to decide the number and location of facilities, department, etc.
3. Work to be performed
4. Maintenance and repair
5. Supervision and the amount thereof
6. Machinery, tools and equipment
7. Schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials.

**B. Selection and Directions of the Working Forces**

It is further recognized that the responsibility of management of the City, selection and direction of the working forces, including the right to hire, suspend or discharge for proper cause, layoff, assign, promote or transfer, to determine the hours of work, to relieve employees from duty because of the lack of work, or lack of funding, are solely the responsibilities of the City.

<b>ARTICLE 3</b>
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**Union Security**

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

## **A. Union Membership**

1. As a condition of employment, each Supervisory employee in the Bargaining Unit on or before the 30<sup>th</sup> day after employment in the Bargaining Unit, whichever is later, and regularly thereafter, shall tender to the Association either periodic and uniformly required Union dues, or in the alternative, service fees as determined by the Union in an amount not to exceed the monthly dues. This shall not represent for matters of qualification during the employee's trial period.
2. The Employer shall provide to the Local Union the name of those Supervisory employees hired.

## **B. Checkoff**

In compliance with Michigan P.A. 54 and providing the employee consents to paying union dues:

1. The Supervisory employee shall complete both the application for membership and the Authorization for checkoff of dues or service fees and return them to the Union's Financial Officer. Thereafter, dues or service fees and assessments as determined by the Union shall be paid monthly to the Union.
2. During the life of this Agreement and in accordance with the terms of the authorization for checkoff of dues or service fees, the Employer agrees to deduct the membership dues or service fees as determined by the Association from the pay of each Supervisory employee who executes or has executed the authorization for checkoff of dues or service fees.
3. The initial deduction for any Supervisory employee shall not begin unless the authorization for checkoff of dues or service fees and the certification of the Union's Financial Officer as to the amount of the periodic Union dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected payday.
4. All such sums deducted shall be remitted to the Financial Officer of the Union by prepaid check not later than one (1) week after deductions are made.
5. In cases where a deduction is made which duplicated a payment already made to the Union by a Supervisory employee or where a deduction is not in accordance with the rules as determined by the Union, refunds to the Supervisory employee shall be made by the Union.
6. The Employer shall not be liable to the Union by reason of Section B of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Supervisory employee.
7. The Employer shall not, during the life of this Agreement, deduct dues or service fees from the Supervisory employees for any organization other than the Union without the Union's written permission.

**C. Termination for Failure to Comply**

1. A Supervisory employee in the Bargaining Unit who fails to tender the Union either periodic and uniformly required Union dues or service fees as set forth by the Union shall be terminated by the Employer, provided the following procedures are adhered to:
  - a) The Union shall notify the Supervisory employee by certified or registered mail explaining that he/she is delinquent in tendering required Union dues or service fees, specifying the amount of the delinquency, and warning him/her that unless delinquent dues or service fees are properly paid and a properly executed authorization for checkoff of dues or service fees is tendered within (10) calendar days of such notice, he/she will be reported to the Director of Personnel for termination as provided for in the Article.
  - b) The Union shall give a copy of the letter sent to the Supervisory employee and include the following written notice to the Labor Relations Department at the end of the ten (10) calendar days:

The Union certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, you terminate this Supervisory employee.
  - c) The City within thirty (30) calendar days of receipt of written notification from the Union shall terminate the Supervisory employee.
2. The Union shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

<b>ARTICLE 4</b>
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**Union Activities**

1. Employees have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations or other mutual aid purposes, to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.
2. Union representatives in the performance of these duties will be permitted to leave their assigned work and will be compensated at their regular pay for the regular day at straight time hours. This privilege is extended with the understanding that it will not be abuse.

3. The Union will notify the City in writing, the names, titles, and effective date of the representatives selected by the Union prior to their acting in any official capacity.
4. The City shall recognize a bargaining committee of three (3) plus the President for the purposes of negotiating contracts and any other matters which may arise; however, there shall be no more than two (2) representatives from any one (1) department, recognizing that departmental duties may prohibit the release of two (2) representatives.
5. Special conferences for matters of mutual concern may be held between the Unit President and the Employer, or the employee's designated representatives, upon the request of either party. Such meeting will be between the representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conference shall be made in advance.
6. Upon prior request and approval, the City shall make available a suitable room for use by the Union at no charge.
7. Upon written request to the Personnel Department, an employee will be permitted to review his/her complete personnel records twice per calendar year, at the office of the Personnel Director, in accordance with existing laws.

<b>ARTICLE 5</b>
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**Seniority**

**A. Probationary Employees**

Any new employee shall be a probationary employee until he has completed 6 months of service. At the end of such period, said employee shall be terminated or entered onto the seniority list as of the beginning date of the probationary period in the Union. The City may discharge or transfer probationary employees at any time during their probationary period.

**B. Seniority**

Seniority is determined by the employee's period of employment as a member in the Union unless otherwise provided for in this agreement. For purposes of clarification, a new employee is defined as a new hire to the City of Westland, someone who is hired to fill a position within the bargaining unit. An employee who is presently employed by the City of Westland and has transferred or promoted into the bargaining unit is not considered a new hire. Notwithstanding their places on the department or unit wide seniority lists, the Union's Executive Board, i.e. President, Vice President, Secretary, Treasurer and Member-At-Large shall be deemed to have the most seniority, for the purpose of layoff only, in their department, providing they are able to do the available work.



### **C. Loss of Seniority Accumulation**

Any member of the Union accepting a position in the City out of this Union shall request a leave of absence not to exceed six (6) months and shall retain the seniority he/she had at the time of acceptance. They shall not accrue seniority while out of the Union. The position left by any member to accept a position in the City out of the Union may be filled by the City up to six (6) months on a provisional basis. Any employee returning to the Union shall return to his/her previous position and shall begin to re-accrue seniority as of the date they re-entered the Union.

### **D. Loss of Seniority**

Seniority shall be broken and forfeited if any employee:

1. Quits or retires.
2. Is discharged and the discharge is not reversed through the grievance procedure.
3. If he is absent for five (5) days without notifying the City unless it is physically impossible for him to do so.
4. Fails to return on recall.
5. If the employee is laid off for a period of two (2) years or a period equal to their seniority, not to exceed five (5) years, whichever is longer.
6. Separation upon settlement covering total disability.
7. Failure to return from any leave of absence as defined in this Agreement.

<b>ARTICLE 6</b>
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#### **Layoff**

Layoff of any employee shall be by classification in reverse order of seniority. Recall of seniority employees will be in reverse order of layoff if the seniority employee has the experience, ability and educational requirements to meet the description of the job or classification needed, including new jobs. Each employee shall be notified of such recall by certified mail addressed to their address of record, following the receipt of which the laid off employee shall have five (5) days within which to return to work.

The City shall provide written notice to any employee whose position will be temporarily or permanently eliminated, at least ten (10) work days in advance of such change.

The employee may exercise his unit-wide seniority to displace a lesser seniority employee on a job he has the experience, ability and educational requirements of the job description or classification he seeks to displace. However, those employees who, according to state law, are appointed by a City official may not be displaced nor may they displace a seniority employee.

The employees who are unable to displace lesser employees according to the above procedure will be laid off.

**ARTICLE 7**

**Printing of Agreement**

The City shall provide copies for all members of the Union and for the Union files within thirty (30) days of acceptance of this Agreement by the parties.

**ARTICLE 8**

**Grievance Procedure**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that those proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Definition – A grievance is a claim by a member of the Union that there has been a breach, misapplication, or misinterpretation of any provision of this Agreement, or of any practice or policy of the Employer not covered by this Agreement.

**Step 1**

Any employee of the Union having a grievance shall have the opportunity to discuss a grievance with his Division or Department Head who shall attempt to adjust same. The employee presenting the grievance shall have the right to summon one (1) member of the Executive Board to be present at such discussion to act as the employee's representative.

If the grievance is not adjusted by the Department or Division head, it shall be reduced to writing on the Union's Grievance Forms within three (3) days after discussion, signed by the grieved employee or Officer of the Union. The original shall be filed with the Department Head or Division Head who shall date and sign for its receipt. A copy of the grievance shall be supplied to the grievant and a copy forwarded to the Personnel Director.

## **Step 2**

In the event that the grievance is not resolved in writing within five (5) working days after the grievance is filed with the Department or Division Head, the President of the Association may appeal the grievance to the Personnel Director. The Personnel Director or his/her designated representative shall, within seven (7) calendar days of such appeal, meet with the proper representatives of the Union, including the Local Union Servicing Representative, the grieved employee and Management. The Personnel Director or his/her designated representative shall give their written, dated and signed disposition of the grievance within fifteen (15) calendar days after such meeting to the President of the Unit with a copy to the grievant.

## **Step 3**

If, after receiving the disposition of the grievance by the Personnel Director, the Union feels the disposition is still not satisfactory, it may, within twenty (20) days from receipt of the disposition, request arbitration from the American Arbitration Union, and simultaneously provide a copy to the Personnel Director, and by written notice to the other party. The Union will make a request to the arbitrator. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator. The Arbitrator so elected will hear the matter pursuant to the rules of the American Arbitration Association. The Arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

The power of the Arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any terms of this Agreement, nor shall he have any power or authority to make decisions which require the commission of an act prohibited by law or which is violative of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the grievant.

The costs of the Arbitrator's services including his expenses shall be borne equally by the parties. Each party shall pay its own expense.

- a) No grievance, verbal or written, withdrawn or dropped by the member or Union or granted by the Employer, prior to the final step of the grievance procedure, will have any precedential value. The sentence immediately above applies only to grievances resolved after the effective date of this Contract.
- b) The Union shall have the right, through its Executive Board, to file a grievance directly with the Personnel Director at Step 2 of the Grievance Procedure if the Executive Board and/or the Union believes that the alleged violation affects the members of the entire Association. In such case, the Union shall be deemed to be the grievant.
- c) There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party in interest, or his Union representative, any member of the Executive Board, or any other participant in the procedure set forth herein by reason of such participation. No reprisals, political or

otherwise shall be taken against Administrative Personnel for enforcing their rights and obligations within the context of this contract.

- d) No claims, including claims for back wages, by any employee covered by this Agreement, or by the Union against the City, shall be valid for a period of more than three (3) working days prior to the date the grievance was first discussed (Step 1), unless the circumstances of the case were unknown by the employee, or the Union, as the case may be, and that he or the Union has grounds for such claim prior to that discussion in which case the claim shall be limited retroactively to a period not to exceed fifteen (15) calendar days prior to the date the employee or the Union first processed the grievance.
- e) Time limits between the various steps may be waived and/or extended by mutual written agreement.
- f) Past grievances, disciplinary actions or reprimands will not be considered as evidence in a current disciplinary action if any of the same type of infractions has not occurred within the last two years.

<b>ARTICLE 9</b>
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**Strikes and Lockouts**

It is mutually agreed between the parties hereto that the Union will not call, authorize, or participate in any strike during the term of this Agreement and that the Employer will not engage in any lockout of employees during the term of said Agreement.

<b>ARTICLE 10</b>
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**Savings Clause**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be effected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either the City of Westland or the Union, the parties shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

<b>ARTICLE 11</b>
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**Standards and Practices**

The following standards and practices will be established for the term of this contract.

1. The Personnel Department shall notify the Executive Board of the Union, in writing, of job openings within the Union.
2. Foremen assigned vehicles in the course of employment for on-call purposes may drive City vehicles to and from their residence in Westland or within ten miles, one way, of the DPS building.
3. If employees are required to use their personal vehicle in the course of employment, they will be reimbursed at the then current rate set by the IRS for work-related mileage other than travel to and from home.
4. It is understood and agreed that Management has the exclusive right to assign and transfer Foremen within the same pay grade. It is further agreed that Management will notify all Foremen to be transferred at least five (5) work days in advance of the re-assignment and transfer. It is further understood that prior notice will be waived when transfers are required due to an emergency.
5. Supervisory employees who have driving responsibilities as part of their job description are required to have a valid driver's license appropriate for the responsibilities of the job and as such are subject to random drug testing. For DPS Foremen, the minimum requirement is a Commercial Driver License (CDL) Class B license. This license must be obtained within ninety (90) days of ratification of this agreement and hereafter, maintained for the duration of time the employee is assigned to the position of Foreman. Failure to obtain said CDL Class B license within ninety (90) days of contract ratification will subject the employee to a reduction in hourly wage rate from that of a Foreman to the lowest pay classification set forth in this agreement. Further, except for the "on-call pay" as set forth in this agreement, said foreman lacking a CDL Class B license shall not be entitled to any additional overtime assignments until the employee has obtained this CDL license.
6. Management and the Union recognize the value of periodic performance evaluations in improving employee performance and correcting problem performance. The evaluation shall not, in itself, be a cause for disciplinary action.
7. Work week and holidays - The employees shall be expected to work the same regular work schedules as the employees they regularly supervise in the AFSCME bargaining unit, except that Foremen shall work such schedules as may be determined by the Department Director. Employees shall receive the following Holidays off work, with pay: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, all Primary and General Election Days (provided the City is holding an election), Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. If the Holiday falls on Sunday, it shall be celebrated on the following day. If the Holiday falls on Saturday, it shall be celebrated on the Friday before said Holiday.
8. Leaves of Absence:
  - a) Leaves of absence without compensation may be granted by the Department Director for a period no longer than thirty (30) days, upon written request by the employee stating purpose of the leave. Request for leaves of more than thirty (30) days must be approved by the Personnel Director or the Mayor.

- b) In compliance with the Family Medical Leave Act (FMLA), the employee, upon request, shall be granted a family leave to tend to the care needs of the employee's immediate family (defined as spouse, expectant children, children and parents). A certification from the appropriate physician is required.
  - c) When returning from any leave of absence, the employee shall notify the Personnel Department in writing at least three (3) working days before their return to work.
  - d) An employee will have the right if elected or appointed to a public office, regardless of when such election or appointment may have occurred or will occur, to be given a leave of absence for the term of their office and accrue seniority. Such individuals may return to this bargaining unit from an appointed or elected position only in the event that they are demoted from an appointed position, or they are displaced or removed due to political reasons. Similarly, Supervisory unit members who are eligible may return to the AFSCME Local 1602 bargaining unit if they are demoted or they are displaced by the return of an elected or appointed employee to the Supervisory bargaining unit.
8. The City may temporarily upgrade any individual to a classification covered by this agreement for up to 60 days in any 180 period. Any employee upgraded from the non-supervisory unit for a period of up to 60 calendar days, shall be paid at an hourly rate representing up to 95% of the maximum allowed in the contract for that position.
9. The City reserves the right to publish work rules from time to time. Such rules will become effective 24 hours after publication. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.
10. Effective upon final ratification of this agreement, the following Fatigue Time provisions will be followed:
- a) Should an employee work a shift and a half or more within a continuous twenty-four (24) hour period, starting with his/her normal shift time he/she shall be released, if he/she desires, for a period of eight (8) hours before he/she is required to report to work for his/her next normal work day. If all or any part of the eight (8) hour period coincides with the employee's next normal work day, he/she shall suffer no loss of his/her straight time pay he/she normally earns during such period.
  - b) Should an employee work six (6) hours or more any time prior to the start of his/her shift, he/she shall be permitted to be released, if he/she desires, for a period of eight (8) hours before he/she is required to report to work for his/her next normal work day. If all or any part of the eight (8) hour period coincides with the employee's next normal work day, he/she shall suffer no loss of his/her straight time pay he/she normally earns during such period.
  - c) All hours worked between midnight and 4 a.m. on a regular work day shall be compensated at the rate of time and one half the employee's regular rate of pay.

## ARTICLE 12

### Fringe Benefits

#### **A. Uniforms**

Employees assigned to maintenance and building positions will be required to wear a uniform while on duty. Uniform allowance will be eliminated July 1, 2010. Effective July 1, 2010, the City will provide uniforms that it designates and will bear the cost of washing. Outside employees will be provided shirts and pants. Should temperatures warrant, outside employees will be permitted to wear, at their own cost and cleaning, shorts provided they are black or navy blue in color. Cut off jean shorts or denim is not permitted.

#### **B. Tuition Reimbursement**

Employees will be reimbursed 90% of expenses, not to exceed \$2,000 in any calendar year, for tuition, lab fees, registration fees, course mandated text books, provided (1) they receive prior written approval of the Personnel Department, (2) the Finance Department verifies the City has appropriate funds to reimburse, (3) the course is taken at an accredited institution, (4) the employee successfully completes the course and obtains a passing grade, (5) the course relates to the type of work and jobs performed by employees of the City of Westland. Should an employee resign or be discharged within five (5) years of receipt of any particular tuition reimbursement, employee shall repay to the City the reimbursement(s) received as follows: termination date within twelve (12) months of receipt of reimbursement – 100%, 1-2 years – 80%, 2-3 years – 60%, 3-4 years – 40% and within 4-5 years – 20%. Employee has no obligation to reimburse any portion of tuition reimbursement upon completion of five years of service from receipt of said tuition reimbursement.

#### **C. Education**

Employees hired prior to July 1, 2014 shall receive the following stipends as noted below to be paid the second pay in July. Each employee must submit verification of eligibility (degree, certification, and any continuing education credits/training as mandated by granting authority, etc.) and shall only receive one stipend annually (stipends are non-cumulative). For instance, an employee has earned a Master's degree and previously earned a Bachelor's degree. Employee shall only receive the \$3,000 for earning the Master's degree.

Level 1: Associate's degree, S-3 or S-4 Water Distribution Certification from the State of Michigan, Builder's license, Building Inspector license or Building Official license. Stipend: \$1,000

Level 2: Bachelor's degree, S-2 Water Distribution Certification from the State of Michigan. Stipend: \$2,000

Level 3: Master's degree or S-1 Water Distribution Certification from the State of Michigan. Stipend: \$3,000

## **D. Life Insurance**

The City agrees to provide a \$50,000 Life Insurance Policy with Accidental Death and Dismemberment. A \$12,000 Life Insurance Policy for retirees drawing MERS pension will be provided.

## **D. Dental Insurance**

### 1. Employees

The City shall provide for 100% of the dental insurance costs for preventive, diagnostic (except radiographs) and emergency palliative (Class 1) services and ninety (90%) percent of the balance of Class 1 benefits as paid by Delta, and eighty (80%) percent of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year (\$1000 max effective year beginning 11/1/95) on Class I and Class II benefits. Eighty (80%) of treatment costs paid by Delta on Class III (Orthodontic) benefits with a \$1000 lifetime maximum, or the equivalent provided the Union is supplied with copies of any proposals by new carriers. In the event that the Association questions the comparability of equivalency, the plan cannot be implemented until a mutually-agreed-to insurance consultant arbitrates and rules that the plan is equivalent or better.

### 2. Retirees

For retirees and their spouses and eligible dependents after 1/1/96 the City shall provide 5% per full year of service to the City of Westland of the dental insurance costs for the treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) services and ninety (90%) percent of the balance of Class I benefits as paid by Delta, and eighty (80%) percent of treatment costs paid by Delta on Class II benefits, with a \$1000 lifetime maximum per person per contract year on Class I and Class II benefits. Eighty (80%) of treatment costs paid by Delta on Class III (Orthodontic) benefits with a \$1000 lifetime maximum. The City shall not change or substitute equivalent retirement dental insurance providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.

## **E. Eyesight Program**

The City will reimburse employees and retirees and their eligible dependents covered by this agreement for their regular eye exam plus optical expenses for corrective lenses up to a maximum of \$150 every two years based on date of service per eligible person(s) defined herein as an active employee, his/her dependents, provided retiree is drawing a MERS pension and their eligible dependents, for expenses incurred in the purchase of corrective eye glasses and/or frames, contact lenses, and/or for an eye examination; provided, however, that the paid receipts are submitted to the City's Personnel Department for reimbursement. Management reserves the right to (fully or self) insure optical coverage for active employees, retirees and dependents provided coverage is the same or better (i.e. every two years, includes examination, lenses, etc.).



## **F. Funeral Leave**

In case of death in the immediate family of any employee, the employee will be granted a leave of absence with pay not to exceed five (5) work days if needed.

Immediate family shall mean: Spouse, parents, stepfather, stepmother, children, step children, grandchildren, brother-in-law, sister-in-law, grandparents, grandparents of spouse, brothers and sisters of the employee, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

Two (2) days funeral leave will be allowed for aunts and uncles of employees. One (1) work day will be granted for the death of a niece or nephew. This leave is not chargeable to annual or sick leave credits.

## **G. Long Term Disability**

1. Each bargaining unit employee shall be covered by at Long Term Disability Program as follows:
  - a) Employees shall be eligible on the thirty-first (31<sup>st</sup>) consecutive calendar day of disability to be paid seventy five (75%) percent of their base pay for the term of disability during the first (1<sup>st</sup>) year of disability.
  - b) For the second (2<sup>nd</sup>) year of continuous disability, the employee shall be paid sixty five (65%) percent of their base pay.
  - c) Base pay is to be computed on the employee's classification adjusted rates annually.
  - d) Employees covered under Long Term Disability shall be limited to a total of twenty-four (24) months coverage during their employment with the City of Westland.
  - e) Only one qualifying period will be required for the same re-occurring illness.
  - f) The qualifying period may be charged to the employee's sick or vacation bank.
2. Bargaining Unit employees, while drawing disability under the Long Term Disability Program, will continue to be covered by Blue Cross/Blue Shield, or the equivalent selected by the employee, and Life Insurance provided by the Employer.

During the thirty (30) day qualifying period prior to drawing benefits of the Long Term Disability, the disabled employee shall not suffer loss of any insurance benefit coverage, i.e., Blue Cross/Blue Shield, Life Insurance, etc. In the event that an employee does not have enough sick time or vacation time accrued to cover the 30 day qualifying period, the employee shall serve such period, or portion of the period, without pay.

3. Worker's Compensation cases shall not be covered under this Section. It is agreed that employees cannot be paid double for time lost from the job, i.e. Long Term Disability and Worker's Compensation. If, at some future date, a Worker's Compensation claim is filed and awarded for the

same period of time that Long Term Disability has previously been paid, the employee involved shall reimburse the City for Long Term Disability payments received. Injury/illness and/or verification to return to work from the assigned City doctor. In cases where there is a disagreement between the employee's doctor's opinion and the City's Doctor's opinion, then the parties shall select a mutually agreeable third doctor. After his examination and opinion are rendered, his decision shall be binding on the parties.

## **H. Healthcare**

All active employees will be required to share in the costs of their healthcare through the City in accordance with P.A. 152 as that Act is implemented by the City. Employee cost sharing commences per P.A. 152 upon the health plan's annual renewal. In the event P.A. 152 is repealed, the cost-sharing in place at the time the Act is repealed shall remain in effect.

1. The City will provide active employees the ability to select coverage under one of the following Blue Cross Blue Shield plans: PPO-1, PPO-2, Base Plan PPO, Value Plan PPO and Qualified High Deductible Health Plan (QHDHP). Each plan is summarized in the plan summaries set out in the Appendix to this Agreement.

2. Equivalent coverage of the above plans may be provided to current employees by the City, provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules the plan is equivalent or better. Retirees prior to July 1, 2014 shall have the option to remain with the plan and health care providers the retiree had on his/her date of retirement.

3. For retirees after July 1, 2014, the City shall not change or substitute equivalent retirement insurance plans or retirement insurance providers (including, without limitation, retiree medical insurance, etc.) for any retirement insurance plans or providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.

4. For employees hired by the City after July 1, 2010, there shall be no retiree health care.

5. For current, active employees hired prior to July 1, 2010, the healthcare plan(s) and related cost-sharing of active employees shall be the same for the pre-Medicare retiree and/or eligible spouse upon retirement. The pre-Medicare retiree (employees who retire on or after July 1, 2014) is subject to changes in the future with respect to healthcare plans and/or cost-sharing as those changes may occur with active employees. Once a retired employee or spouse is eligible for Medicare, the City will then provide a Health Retirement Account (HRA) in lieu of medical insurance. Each year the City shall fund the Health Retirement Account for the retiree and/or spouse at \$2,000 for single and \$4,000 for two people. Any increases in this amount shall be tied to the federal Medical C.P.I. and will take effect during annual open enrollment. It will be the responsibility of the retired employee and/or spouse to secure supplemental insurance. The medical coverage of a deceased retiree shall be continued for the spouse in the same manner as described above. The medical coverage for the spouse shall continue as previously stated until

the spouse becomes eligible for medical coverage through his/her own employer. In order to receive any retiree healthcare benefits, the employee or spouse must be receiving a MERS pension. The parties agree that the HRA is a new method for providing retiree healthcare and as such, this arrangement, including the continuance and availability of Medicare Advantage Plans may change in the future.

6. The retiree must apply for Medicare Part A and B coverage when eligible. This provision also covers employees who have already retired and their spouses as covered under Michigan Employees Retirement System.

### **I. Mutual Gains Program**

Members of the Supervisory Association and retirees may participate in the 07/01/2013 Mutual Gains Program as amended. The plan may be amended at any time unilaterally by the City with a 90 day notice to the Union.

### **J. Injury on the Job – Worker’s Compensation**

1. For on-the-job injuries, each employee will be covered by the applicable Worker’s Compensation Law. Furthermore, the City agrees that for a period of twelve (12) months following the date of the on-the-job injury, to make up 100% of the difference between Worker’s Compensation and the employee’s current regular net weekly pay, and for the following period of six (6) months to make up 80% of the difference between Worker’s Compensation and the employee’s current regular net weekly pay; provided however, the City will be entitled to credit and offset any monies received by the employee during that period from any other source, including but not limited to disability retirement benefits, social security benefits, pension benefits, and wages, whether full time or part time, insurance benefits, except from private insurance carriers wherein the employee has paid for and provided the premium payments themselves.
2. The City reserves the right to subrogation, recoupment and recovery of any amounts paid hereunder to or on account of any employee because of injuries, loss or damage caused by some other person, firm or corporation; upon payment to or on account of the employee for said injury, loss or damage; the City shall be subrogated to the extent of such payment to all right of recovery by the employee for the loss resulting there from, and such right will be assigned to the City by the employee immediately upon receiving such payment.
3. All medical benefits and life insurance benefits will be continued during the period of disability, not to exceed two (2) years, unless otherwise provided for by the Michigan Worker’s Compensation Act.
4. Employees off work covered by this Worker’s Compensation provision shall not accrue any sick or vacation benefits after the sixth (6<sup>th</sup>) month of their disability.
5. In case of death of a non-vested employee, the City shall also keep in force medical benefits for the employee’s dependents for one (1) year after date of death.

## **K. Jury Duty Pay**

Full pay for all days spent on jury duty if evidence of jury duty is supplied to the Department Head of the employee on jury duty, plus jury duty pay.

## **L. Pension**

1. The City shall provide all employees hired prior to July 1, 2014 and members of the Supervisory Unit:
  - A. A pension plan as provided in Act 427, P.A. of Michigan of 1984, as amended. Except as provided in paragraph 3, below, the plan for all employees hired prior to July 1, 2010 and retiring during the term of this contract will be the B-4, (3 year FAC) Pension Plan with the following benefit riders: E, E-1 and E-2, F 55, F-50, V-6 and RS-50.
  - B. Employees shall be considered vested upon six (6) years of service (V-6) with the City of Westland as a member of the Mayor's Administrative Staff, Director, or in a position requiring membership in the Union or Local 1602.
  - C. Effective for persons retiring on or after January 1, 2001, the Pension Program shall also include 25 and out (eligibility to retire with twenty five years of service, regardless of age); benefit plan B-4 with a 2.8% multiplier for the first 25 years of service, and a 1% multiplier for each year of service thereafter; and riders E, E-1, E-2, F-55, FAC3, V-6, and RS-50.
2. The City shall provide all new hires hired on or after July 1, 2010:
  - A. A Defined Benefit Plan as follows: 1.5% multiplier, normal retirement age of 60, 10 years vesting, 5-year Final Average Compensation (FAC).
3. The City shall provide all employees transferring or promoting into the Supervisory Unit on or after July 1, 2014:
  - A. The pension or retirement plan in which the employee was enrolled at the time of transfer or promotion into the Supervisory Unit; i.e. an employee promoting from the Local 1602 bargaining unit into the Supervisory Unit who has been enrolled in a defined benefit pension with a 2.25% pension multiplier and eight (8) year vesting, shall remain in that pension plan as his/her retirement program. As another example, if a Local 1602 employee promotes into the Supervisory Unit and has been enrolled in a defined contribution plan, that employee will remain in the defined contribution plan as his/her retirement program.
4. All employees shall pay on a pre-tax basis five (5) % of their pensionable wages as their contribution toward their pension.

## M. Vacations

1. All employees hired prior to July 1, 2014 who have one (1) year seniority will be entitled to ten (10) working days' vacation with pay, earned and credited at the rate of five-sixth (.833) day per month.
2. Employees with three (3) years seniority or more will be entitled to fifteen (15) working days' vacation with pay, earned and credited at the rate of one and one-third (1.333) day per month.
3. An employee with seven (7) years or more of service earns, and is credited with, twenty (20) working days' vacation with pay, earned and credited at the rate of one and two-thirds (1.667) days per month.
4. An employee with ten (10) years or more of service earns, and is credited with, twenty-two (22) working days' vacation with pay earned and credited at the rate of one and eighty-three hundredths (1.833) days per month.
5. An employee with fifteen (15) years or more of service earns, and is credited with, twenty-six (26) working days' vacation with pay earned and credited at the rate of two and one-sixth (2.167) days per month. Effective 1/1/97, employees with twenty (20) years or more of service will be given twenty-seven (27) working days' vacation with pay earned and credited at the rate of two and one-quarter (2.25) days per month.
6. New hires on or after July 1, 2014 shall earn vacation as follows:

6mos – 1 year	5 days	(credited at one-half (1/2) day per month)
1 – 3 years	10 days	(credited at fifth-six (.833) day per month)
4 – 7 years	15 days	(credited at one and one-third (1.333) days per month)
7 or more years	20 days	(credited at one and two-third (1.667) days per month)
7. Full pay at the prevailing hourly rate at time of payoff for each unused day over thirty (30) on the first pay in February, provided employee has taken a minimum of ten (10) days' vacation in the previous calendar year. If ten (10) days of vacation are not taken during the calendar year, whatever unused portion of the ten (10) days will be forfeited. Once an employee chooses to have his regular pay direct deposited into a bank account, this method will be used for all City payments to that employee.
8. On the first day of each month, all employees will be credited their vacation hours in accordance with their seniority on the first day of each month (not on their seniority date).
9. When a sickness occurs while on annual leave, the time may be charged to sick leave and the amount deducted from annual leave. Application for sick leave shall be made after return to duty and must be supported by a doctor's signed statement.
10. Upon termination, retirement or death, payment will be made full to the employee or his beneficiary of all vacation time.

11. Scheduled vacations will be granted at such time during the year as are suitable, providing the City is informed of the Employee's desire on April 1<sup>st</sup> of each year, provided it does not work a hardship on the department.
12. The understanding is to limit the taking of annual leave to a minimum of one calendar week. Limits may be waived by the department director.

#### **N. Sick Time**

For employees hired prior to July 1, 2014, three-fourths (3/4) of a day will be credited on the 1<sup>st</sup> day of each month up to a maximum of fifty (50) days. Employees hired on or after July 1, 2014 shall be credited with one-half (1/2) of a day on the 1<sup>st</sup> day of each month up to a maximum of twenty five (25) days. An absence for more than three (3) consecutive days must be supported by a doctor's signed statement. Full pay for each unused day over fifty (50) days at the end of the calendar year will be paid on the first pay in February to employees hired prior to July 1, 2014; full pay for each unused day over twenty five (25) days at the end of the calendar year will be paid on the first pay in February to employees hired on or after July 1, 2014. There shall be full pay for all days at termination.

Employees hired prior to July 1, 2014 who use three sick days or less in a calendar year, and who had more than one year of service at the beginning of that same calendar year, shall be entitled to receive an additional two and one half vacation days, to be credited on January 1 of the following year.

#### **O. Personal Leave**

Prior to January 1, 2000, four (4) non-accrual days shall be given each July 1<sup>st</sup> for Personal Business with prior notice to the Department Director. Effective on January 1, 2000, four (4) non-accrual days shall instead be given each January 1<sup>st</sup> for Personal Business with prior notice to the Department Director.

<b>ARTICLE 13</b>
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### **Supervisory Wage Information**

#### **A. Wages Progression**

1. Starting wages for new jobs or employees will be ninety (90%) percent of maximum rate. At one (1) year the employee will receive ninety-five (95%) percent of the maximum to be paid. At two years the employee will receive the maximum rate of the classification. The City at any time may increase an employee's salary.

In the event of a lateral move by any Supervisor, the step in the pay scale shall remain the same as the Supervisor was earning at the time of the transfer.

## **B. On Call**

1. On-call supervisory personnel shall earn fifty five (\$55.00) dollars for each week worked on a “call basis”.
2. If one supervisor is assigned to “on-call” duty for both Construction and Maintenance and Water and Sewer Divisions at the same time, then he will receive “on-call” pay in accordance with Article 13, Section B, Paragraph 1 for both jobs ( $\$55 \times 2 = \$110$ ).
3. The Administration retains the exclusive rights, as conditions warrant, to assign more than one supervisor to “on-call” duty, in accordance with Article 13, Section B, Paragraph 1.
4. Supervisory employees called in when assigned to “on-call” duty shall be guaranteed a minimum of two (2) hours of work at double time. This provision shall not apply in instances of continuous overtime which is in addition to an employee’s regular work day. All call-ins will be paid at this rate. Furthermore:
  - a) The City may assign said supervisory employees to any work available during such two hour period.
  - b) Any such employee called in and then released before having worked two (2) hours shall be subject to any other recall that may occur within the same two (2) hour time period.
  - c) The guarantee as to the minimum of two (2) hours call-in pay shall not apply to a recall before the expiration of his original two (2) hour call-in period.
  - d) Should another call-in situation occur during the same two (2) hour period after said employee who was called in has been released, then the employee who was released shall be recalled and shall be obligated to return to work and to perform the task or assignment, notwithstanding the fact that the new task or assignment is different than the task or assignment for which the employee was originally called in to perform.
  - e) In the event an employee does not take or accept the second call-in, then that employee shall only be paid double time for only those hours or fraction thereof the employee actually worked during the original call in, with no right to claim a minimum guarantee of two (2) hours if the hours worked are less.
  - f) At any time the number of supervisors participating in the DPS “on-call status” falls below 4 participants for more than 10 weeks, then the Foreman at the Parks & Recreation Department shall participate as a DPS “call-in status” employee until the fourth DPS employee returns to the Department.
5. In the event of a civil emergency or any other type of emergency management event, as declared in the discretion of the Mayor, all bargaining unit employees who are not on pre-scheduled vacation time or compensatory time shall be subject to mandatory call-in. Employees may be assigned to receive emergency management training in the discretion of the City. In the event of an emergency call in,

employees will perform any duties that they are assigned, regardless of their classification. If an employee fails to respond to the call in due to illness, the employee will be required to supply the City with a doctor's certification of illness. In compensation for being subject to mandatory call in, each member of the bargaining unit will receive a one-time payment of \$650, payable upon contract ratification and shall thereafter, receive an annual payment of \$250, payable on the first pay in February of each year.

### **C. Shift Premium**

The afternoon shift will receive forty (40) cents per hour.

### **D. Compensatory Time**

1. Compensatory time will be earned and taken at the rate of one-and-one-half hours for each hour worked over the employee's regular work week if approved by the Department Director.
2. Hours worked on Holidays (effective 1/1/96) and Sundays (effective 1/1/97) shall be paid at the double-time rate.
3. The City may relieve any employee who has worked 32 consecutive hours, and assign a replacement for up to 8 hours at their sole discretion, before allowing the employee to return to work.
4. All hours worked between midnight and 4 a.m. on a regular work day shall be compensated at time and one-half of the employee's regular rate of pay.
5. An employee will decide, at the time an overtime assignment is made, whether to receive compensatory time or payment for overtime work. Compensatory time shall be calculated at the same rate earned, i.e. 12 hours compensatory time for 8 hours earned at time and one half; 16 hours compensatory time for 8 hours earned at double time. The maximum compensatory time accumulation limit for an employee shall be forty (40) hours. Any unused compensatory time as of June 30 shall be paid off to the employee at the applicable hourly rate.

The use of compensatory time must be preapproved by the Department Director or his/her designee twenty-four (24) hours before use of said time. Compensatory time cannot be used during a snow emergency or any other emergency that may arise per the discretion of the DPS Director.

### **E. Out-Of-Class Pay**

Any Union employee assigned and performing work in an Association classification other than his or her regular classification for one (1) full work day or more shall receive the rate of pay for the higher classification in line with seniority.

### **F. Wages (See Appendix A For Actual Rates)**

Pay Grade 1 represents 95% of pay grade 2.



2. The Pay Grades shall receive pay increases of zero percent (0%) for 2014, three percent (3%) for 2015, one percent (1%) for 2016, and zero percent (0%) for 2017 with a wage reopener to occur between April 1 and June 30, 2017, all raises to take effect July 1 of each year.

**ARTICLE 14**

**Duration & Termination**

This agreement constitutes the entire agreement between the parties and shall remain in full force from and after the date hereof until June 30, 2018.

Either party shall give written notice to the other party sixty (60) days prior to June 30, 2018 of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

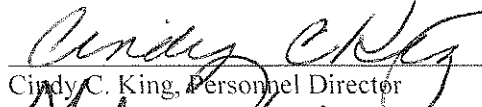
Notice of desire to modify the Contract shall serve as notice to terminate the Contract. Upon receiving such notice, the other party shall, within twenty-one (21) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement. Failure to reach an agreement within the sixty (60) day period shall terminate the Agreement, unless the parties mutually agree in writing to extend the Agreement, the terms of the Agreement to extend shall prevail.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 8 day of July, 2014.

FOR THE CITY:

  
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William R. Wild, Mayor

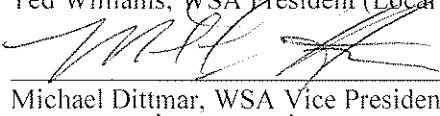
  
\_\_\_\_\_  
Eileen DeHart-Schoof, City Clerk, CMC

  
\_\_\_\_\_  
Cindy C. King, Personnel Director

  
\_\_\_\_\_  
Thelma Kubitskey, Budget Director


FOR THE UNION:

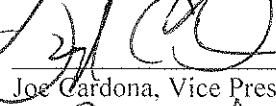
  
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Ted Williams, WSA President (Local 174)

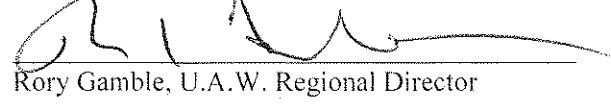
  
\_\_\_\_\_  
Michael Dittmar, WSA Vice President (Local 174)

  
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Nicole Kolar, WSA Secretary (Local 174)

  
\_\_\_\_\_  
Karen Welling, WSA Treasurer (Local 174)

  
\_\_\_\_\_  
John Zimmick, President, U.A.W. Local 174

  
\_\_\_\_\_  
Joe Cardona, Vice President, U.A.W. Local 174

  
\_\_\_\_\_  
Rory Gamble, U.A.W. Regional Director

<b>APPENDIX A</b>
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**Supervisory Hourly Pay Rates (Maximums)**

<b>GRADE</b>	<b>HOURS</b>	<b>7/1/2014</b>	<b>7/1/2015</b>	<b>7/1/2016</b>	<b>7/1/2017*</b>
<b>1</b>	1820	24.01	24.73	24.98	24.98
<b>2</b>	1820	25.29	26.05	26.31	26.31
<b>3</b>	1820	28.18	29.03	29.32	29.32
<b>4</b>	1820	29.47	30.35	30.65	30.65
<b>5</b>	2080	28.18	29.03	29.32	29.32
<b>6</b>	1820	32.20	33.17	33.50	33.50
<b>7</b>	2080	30.08	30.98	31.29	31.29
<b>8</b>	2080	32.95	33.94	34.28	34.28

\*Wage reopener to occur prior to 7/1/14

Grade 1: Outreach Worker, Housing Supervisor I

Grade 2: Appraiser I, Confidential Secretary, Therapeutic/Rec. Super.

Grade 3: Accountant II, Personnel Super., Document Imaging Super.

Grade 4: C.D. Specialist, Appraiser II, Bldg/Planning Super.

Grade 5: Foreman

Grade 6: Deputy Director, Senior Planner, Housing Supervisor II

Grade 7: General Foreman

Grade 8: General Foreman of DPS Operations

NOTE: Dep. Bldg. Director is assigned to 37.5 hour work week