

**CITY OF WESTLAND**

**and**

**A.F.S.C.M.E. LOCAL 1602**

Collective Bargaining Agreement

January 1, 2009 through December 31, 2012

**AFSCME LOCAL 1602 COLLECTIVE BARGAINING AGREEMENT**

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF WESTLAND AND AFSCME LOCAL 1602**

**FOR THE PERIOD FROM JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

THIS AGREEMENT is entered into this 1st day of January, 2009, between the City of Westland (hereinafter referred to as the "Employer") and the International Union of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate Local Union No 1602 (hereinafter referred to as the "Union").

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

The City shall print and provide a copy of the Agreement for all employees and fifty (50) extra copies for the Local.

**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. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. The parties further recognize that due to rising costs they have equal obligations to assist in accomplishing success in providing proper services to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 1**

**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan 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 for all of the employees of the Employer excluding elected or appointed officers, all part time, seasonal or temporary employees, secretary to the Mayor and secretary to the Personnel/Operations Director, and one (1) secretary to each of two (2)

Directors of Departments of Public Service, and Building; all Board or Commission members appointed directly by the Mayor or Council, Heads of Departments which are new or may be hereafter created, all employees under the provisions of Act 78 of the Public Acts of Michigan of 1935 as amended, and all supervisors as defined in the Act and the Federal NLRA.

**ARTICLE 2  
UNION SECURITY  
REQUIREMENT OF UNION MEMBERSHIP**

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

A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, shall be required, as a condition of employment, to continue membership in the Union for the duration of the Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of employment, to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

C. Employees hired, rehired, reinstated, or transferred into the bargaining unit and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day following the thirtieth (30th) day following the beginning of their employment in the Unit.

D. An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than forty (40) days in arrears in payment of membership dues.

F. The Employer shall be notified, in writing by the Union, of any member who is thirty (30) days in arrears in payment of membership dues. Employees who are forty (40) days in arrears in payment shall be discharged by the Employer immediately upon receipt of written notice to the Employer from the Union.

**ARTICLE 3  
CHECK OFF OF UNION DUES, EMPLOYEE'S AUTHORIZATION, REVOCATION**

The City will deduct from the pay of each employee covered by this Agreement all current membership dues, provided that at the time of such deduction there is in the possession of the City a subsisting written assignment executed by the employee in a form agreeable to the City authorizing such deduction.

The form shall include the following language: "This assignment shall become effective upon receipt by the City in accordance with its terms and shall remain in effect for the duration of this Collective Bargaining Agreement, provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him and received by the City by registered mail not more than five (5) days prior to the stated expiration date of this Agreement."

The City will deduct current membership dues and initiation fees, except assessments which are not a uniform requirement of all employees. The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such pay period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

The City will deduct from the pay of the employees in any month only the Union membership dues and/or initiation fees becoming due and payable in the month. Any duplication of payment will be the liability of the employee and the Union. All such sums deducted shall be remitted to the financial secretary of the Union by prepaid check not later than one week after deductions are made. The union will notify the City in writing of any changes of dues or initiation fees thirty (30) days prior to the effective date of such changes.

When authorized in writing, the City will also deduct from the pay of any volunteering employee such contributions as the employee may authorize to be paid into AFSCME's "Public Employees Organized to Promote Legislative Equality" ("PEOPLE") fund. All such sums deducted shall be remitted to the financial secretary of the Union, or such other representative as designated by the Union, by prepaid check not later than one week after the deductions are made.

#### **ARTICLE 4 REPRESENTATION**

##### **A. BARGAINING COMMITTEE**

The employees shall be represented by a bargaining committee of not less than three nor more than five members. The Local's President shall be one of the five members. This Committee shall be selected in any manner determined by the Union; however, those selected must be on the seniority list and not more than two (2) (including the President) shall be selected from any one Division.

This 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.

##### **B. GRIEVANCE COMMITTEE**

The City shall recognize a Grievance Committee composed of the President and two (2) stewards who shall come from the recognized steward representative areas.



### **C. REPRESENTATION AREAS**

The Union shall have a steward in the following representation areas:

1. Building Inspectors and Animal Control Officers
2. All Clerical
3. Construction and Maintenance Division and Engineering
4. Parks and Recreation, Aging and all other Maintenance Employees
5. Water and Sewer Division and Motorpool

### **D. NEW REPRESENTATION AREA**

If a new representation area is established or a department expands so as to warrant a steward, the steward question shall be subject to negotiation.

### **E. COMPENSATING UNION REPRESENTATIVES**

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 abused.

The President of Local 1602 shall be afforded a reasonable amount of paid release time to perform his/her duties. Such duties are making phone calls, correspondence, active grievance investigations, meeting, paperwork, training, and related duties as required.

Such release time shall be subject to the daily manpower and scheduling needs of the department.

### **F. NOTIFICATION TO CITY OF UNION REPRESENTATIVES**

The Union will notify the City of the names and titles of their representatives within one (1) week after their appointment. No representative will be permitted to act as such until the City is advised that the person has become a representative.

### **G. VISITS BY UNION REPRESENTATIVES**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, District Council Representatives or International Representatives shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business pertinent to the facility upon notifying the Mayor's Office.

### **H. SPECIAL CONFERENCES**

Special conferences for matter(s) other than grievances will be arranged between the Local President and the Employer, or the Employer's designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matter(s) to be taken up at the meeting shall be presented at the time the conference is requested in writing. Matters taken up in special conferences shall be held at a time mutually agreeable to the

parties. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting shall be attended by members of the International Union or Council No. 25.

**I. NO DISCRIMINATION AGAINST UNION MEMBERS**

There shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

**J. GUARANTEE OF RIGHTS**

The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity or for Union activity.

**K. UNION RESPONSIBILITY**

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

**ARTICLE 5  
GRIEVANCE PROCEDURE**

The following procedure will be used to adjust, settle and dispose of employee grievances:

**SECTION 1**

STEP 1

An employee who believes there has been a violation of a past practice, law or the collective bargaining agreement, or is being disciplined may request his Supervisor(s) to get his steward in order to determine whether any grievance is merited. The supervisor will make arrangements to get the steward without undue delay. The employee and steward will discuss the matter with the appropriate supervisor the Union believes has acted improperly.

STEP 2

If the discussion between the employee, steward and employee's supervisor(s) fails to settle the matter, the grievance is reduced to writing by the employee and steward and must be presented by the steward to the employee's Department Head within fifteen (15) working days after the discussion with the supervisor(s). The Department Head or his designated representative will, within three working days, schedule a meeting within 5 working days, meet and discuss the grievance with the Steward, the Local President, and the grievant. Within three working days after such meeting, the Department Head or his designee shall answer the grievance in writing to the Local President, Union Secretary, and the grievant. In any case where the Step 1 discussion was held with a Department Head or the Personnel Director, this step is waived and further consideration of this matter occurs at Step 3 of the grievance procedure. At the conclusion of Step 2, but prior to an appeal to Step 3, the Union will have the right, at its sole discretion, to amend the grievance as to matters of fact and disposition requested. However, in the event a grievance is amended by the Union, the Management of the City shall not be bound by its Step 2 answer.

### STEP 3

If the grievance is still unsettled, the Union may appeal the grievance to the City's Personnel Director within five working days of receipt of the previous step's answer. In doing so, the Union must provide a copy of its grievance that includes events leading to the alleged violation(s), citation of the contract sections that were violated and suggested specific remedies. Within five working days after receipt of the Union's appeal the City's Personnel Director will do one of the following:

1. Schedule a meeting with the Union President, the grievant and his Steward, and any witnesses the Union or City deems appropriate. It is understood that any witnesses must have knowledge of the events giving rise to the dispute, and if possible, will answer all questions asked of either party at this hearing. This meeting shall take place within ten working days of receipt of the appeal. The Personnel Director shall provide the Union President, with copies to the grievant, his/her Steward and Union Secretary, with a written disposition of the grievance within five (5) days after the meeting is concluded; or
2. May review the grievance and provide a written answer of the City's position in regard to this grievance to the Union President with copies to the grievant, his/her Steward, and the Union Secretary, within five (5) working days after receipt of the grievance.

### STEP 4

If after reviewing the grievance, the Union feels the answer is still not satisfactory, it may, within twenty (20) days after the answer is due, and by written notice to the other party, request arbitration. Arbitration must be initiated by filing with FMCS within 60 work days of the Union's receipt of the third step answer. Within five (5) days following the notice of arbitration, both parties will attempt to select an arbitrator on an Ad Hoc basis.

In the event the parties cannot agree upon an arbitrator within (5) days, the Union will make a request to the Federal Mediation and Conciliation Service (FMCS). FMCS will provide local arbitrator lists only, and only local arbitrators (less than 100 miles travel one way) shall be selected. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of arbitrator. The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. 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 right to add to, subtract from, or modify any terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant. The costs for the arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for his own expenses.

**SECTION 2**

No claims, including claims for back wages by an employee covered by this Agreement or by the Union against the City, shall be valid for a period 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 had grounds for such claim prior to that discussion in which case the claim shall be limited retroactively to a period not to exceed thirty (30) calendar days prior to the date the employee, or the Union, first processed the grievance.

**SECTION 3**

**A. Discipline**

All grievances involving disciplinary matters shall be processed immediately to the second step of the grievance procedure. When disciplinary action has been taken by the City against the employee, the Union shall be given a copy of the action taken.

**B. Use of Past Record**

In imposing disciplinary penalty on a current charge, the Employer will not take into account any prior infractions according to the following table:

1. Written reprimand 1 year
2. Suspension 2 years

**C. Time Limits**

Time limits between the various steps may be waived and/or extended by mutual written agreement. Upon request of the Union, the City shall supply a copy of the Employee's disciplinary record.

**ARTICLE 6  
NO STRIKE -NO LOCK OUT**

A. The Union agrees that there will be no "strike" during the term of this Agreement. For the purposes of this Agreement, the definition of the word "strike" contained in Section 1, Act 336, of Public Acts of Michigan of 1949, as amended to the date of this Agreement, is hereby adopted. It is mutually agreed that in the event that it is claimed by the City that a "strike" is taking place or has taken place during the term of this Agreement, then the Union shall be entitled to a review of any disciplinary action taken by the City in the manner provided in Section 6 of said Act.

B. The City agrees that it will not lock out any employees during the term of the Agreement.

**ARTICLE 7**  
**SENIORITY**

**A. PROBATIONARY EMPLOYEES**

1. A new employee shall be a probationary employee without seniority until he has completed (180) calendar days of service. At the end of this period he shall be terminated or entered into the unit-wide seniority list of the City with a seniority date entered as the first day of employment in their current classification. Seasonal, temporary, part-time, and provisional employees shall not acquire seniority.

2. The City may discharge or transfer probationary employees at any time during the probationary period with or without cause at the City's sole discretion. The Union may not represent probationary employees or collect dues except as provided by law.

3. A probationary employee laid-off or terminated during his probationary period, but who has been rehired within 180 calendar days from the last day worked, will continue his probationary period from the last day worked as if his service were not interrupted by the layoff or termination.

4. A probationer who completes his probationary period in this manner shall be credited with 180 days of service retroactively from the date he completes his adjusted probationary period for the purpose of determining his date of employment on the department-wide and unit-wide seniority lists. Any probationary employee rehired after (180) calendar days of his last day worked will be considered as a new employee and will begin a new probationary period.

5. Probationary periods may be extended for a period not to exceed ninety (90) calendar days by written mutual consent of the City and the Union.

**B. SENIORITY**

Seniority is defined as the employee's record of employment since his last date of hire with the City. For new employees hired after this Agreement becomes effective, the following shall prevail:

1. Each employee, upon completion of his probationary period, shall be placed on departmental and unit-wide seniority lists. Each employee shall be assigned to a department and be placed on the list of classification therein.

2. Under the terms of this Agreement, employees having the same seniority date will have their seniority status established alphabetically by their last name at date of hire.

**C. LAY-OFF PROCEDURE**

When there is a definite reduction in force in any department (classification), the following shall govern: (This shall not prevent the Union and the City from negotiating a reduced work week).

1. Seasonal and temporary employees will be laid off in any order within the department affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision. At no time will a temporary employee perform duties of a displaced or laid off seniority employee, except provisional employees may be used as allowed in Articles 8 and 9.

2. Probationary employees are the next to be laid off in any order within the department affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.

3. If it is necessary to layoff additional employees, they will be laid off in department and classification seniority order, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.

4. If the employee does not have seniority to hold in his department (classification) he will exercise his unit-wide seniority to displace a lesser seniority employee on a job, providing he is able and capable of performing the work of the employee being displaced with the minimum supervision and normal instruction that had previously been given to the employee being displaced, and providing the seniority employee has the same licenses and/or certifications that were required of the employee being displaced. (Provision regarding same licenses and/or certifications not applicable to current mechanics grandfathered in accordance to Article 35).

a. Employees hired on or after January 1, 1987, holding positions classified as "inside" may displace a lesser seniority employee holding an "inside" position in accordance with Paragraph 4.

b. Employees hired on or after January 1, 1987, holding positions classified as "outside" may displace a lesser seniority employee holding an "outside" position in accordance with Paragraph 4.

c. Inspectors are not restricted by a & b above.

5. In the event of a layoff or reduction of Local 1602 Bargaining Unit employees, other than probationary employees, the City will furnish the Union President written notification of such pending action and hold a meeting at least ten (10) working days prior to said layoff or reduction. The Union shall have the right to discuss:

a. Area and classifications involved

b. Ramification of such layoff or reduction

c. Possible alternatives

d. Seniority of individuals involved

6. During a bumping procedure, an employee cannot disqualify himself in the event he takes a different job during said procedure. The seniority employee shall be permitted to bump in accordance with paragraph 4.

7. During any bumping procedure, the Union will be represented by the President and his designated representative.

8. Management shall be able to disqualify an employee during a four (4) week period but not earlier than the end of the first (1st) work day when it is obvious that an employee cannot perform the normally required work assignments of the job.

#### **D. RECALL**

Recall of seniority employees will be in reverse order of layoff. Employees who are on the lay-off list shall have five (5) work days from date of notification by registered mail or certified mail within which to return to City service. During this time, the job may be temporarily filled by the higher recalling authority. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall.

#### **E. LOSS OF SENIORITY**

Seniority shall be broken and forfeited if an employee:

1. Quit 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, whichever is longer
6. Separation upon settlement covering total disability
7. Failure to return from any leave of absence as defined in the Agreement

#### **F. SENIORITY RIGHTS**

Notwithstanding their places on the department or unit wide seniority lists, the Union's President, Vice President and union stewards 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.

#### **G. LAID-OFF EMPLOYEE'S RIGHT TO BE PLACED IN POSITIONS**

Local 1602 employees to be laid off will be granted the right to be placed in any part-time, temporary, provisional or seasonal position the employee is able to perform with the minimum of supervision and normal instructions given any qualified employee. Such person will be paid 80% of the full applicable hourly rate of pay for the lowest clerical, maintenance or inspector position in Local 1602 but will not be

provided with any benefits described in this agreement. Thereafter, when a position becomes available, the City will contact, by certified mail, the laid-off employee who will be offered the available position in seniority order.

Notwithstanding any provision in Article 7, Section E (4), a laid off Local 1602 employee may reject the opportunity to be placed in a position described in this Section without losing his/her seniority and recall rights.

This language shall not be used to erode the bargaining unit.

#### **H. NOTIFICATION OF ADDRESS AND TELEPHONE NUMBER**

It is incumbent upon the laid-off employee to notify the City of their current address and phone number.

### **ARTICLE 8 NON-BARGAINING UNIT EMPLOYEES**

#### **A. SEASONAL/PROVISIONAL/TEMPORARY EMPLOYEES**

1. Seasonal shall mean an employee hired for a seasonal activity, some of which, but not inclusive, are: baseball, hockey, ice rink activities and certain parks and recreation activities.
2. Provisional employees may be hired as replacement for seniority employees with the understanding they are working in place and instead of, and will be terminated upon the return of, the seniority employee.
3. A Temporary employee shall mean an employee who works irregularly and is hired for a period of 120 work days. This period may be extended for an additional period of one hundred and twenty (120) calendar days by mutual agreement of the City and the Union. Should the work continue beyond the extension, the job will be considered as a new job under Article 9H, waiving the ninety (90) day period. Employees who are hired in connection with a specific project such as, but not all inclusive, a bond issue, economic development project, tax processing, an election, etc. shall be considered temporary employees. The work is not to be extended beyond the completion of such project.
4. Seasonal and Temporary employees will not be used to replace permanent employees in a department or work during the overtime period of all the employees in the department unless all the permanent employees in the department have been given the opportunity to work the overtime period.
5. The union shall be given a list of employees hired as temporary, seasonal, and provisional as these employees are hired. The list shall designate date of hire, the designation, type of work for which hired and separation date of employee at the time of separation.



6. The above limitation in regard to temporary employees will not apply to students on Co-Op Programs. However, Co-Op students will not work in place of/or instead of permanent employees and will be limited to twenty (20) hours per week.

#### **B. SUPPLEMENTAL EMPLOYEES**

1. The City may supplement the work force with up to twenty (20) non-union workers at any time the number of bargaining unit members is 118 or greater.

2. Supplemental employees may be assigned to operate any of the equipment in the City they are qualified to operate, exclusive of those requiring a CDL license.

3. Clerical supplemental employees shall not participate in any overtime assignments unless all "clerical" bargaining unit employees with overtime rights have first been offered the overtime. Maintenance supplemental employees shall not participate in any overtime assignments unless all "maintenance" bargaining unit employees with overtime rights have first been offered the overtime.

4. All supplemental employees will be terminated prior to any layoffs causing the bargaining unit to fall below 118 members.

5. Up to two (2) clerical positions may be part of the supplemental work force.

#### **C. GENERAL**

1. Non-bargaining unit workers shall not accrue seniority.

2. At no time will non-bargaining unit employees be permitted to operate any motorized equipment larger than cars, pick-up trucks and mowing tractors.

### **ARTICLE 9 PROMOTIONS AND TRANSFERS**

#### **A. FILLING PERMANENT AND PROVISIONAL OPENINGS**

1. When the City determines the need to fill a vacancy with a seniority employee the employer agrees to utilize the appropriate seniority lists for "clerical inside" classified positions and for "maintenance outside" classified positions. The employee's current permanent position will determine if movement is an upgrade, lateral or downgrade. All laid-off employees shall be notified by first-class mail of any vacancy they may be eligible to accept. Failure of a laid-off employee to accept a position will not forfeit unemployment or seniority rights except as referenced in Article 7, section D.

2. If an employee who would be eligible for a position is on vacation, sick leave, personal time, or other leave at the time when a vacancy is to be filled, the Personnel Department shall send a written notice

that the position is available to that employee at the employee's department, with a copy to the Union President. The employee or his/her designee will then have six days from the date the notice is sent to notify the Personnel Department of whether they desire to take the position. If no message is received by the Personnel Department in this six day period, the employee will be deemed to have rejected the position.

3. Employees will be eligible for as many upgrade positions, lateral positions, or downgrade positions within their category as they desire.

4. Except as provided in sub-paragraph 7 below, employees shall be eligible for clerical openings if they either have held any clerical positions while employed with the City in the past five years or have passed the clerical Civil Service test within the past five years. Employees shall be eligible for maintenance openings if they have held any maintenance positions in the City in the past five years or passed the maintenance Civil Service test in the past five years. Inspector positions may be accepted by either maintenance or clerical employees. Employees will be expected to meet normal job classification requirements (see job description).

5. New employees will be eligible for vacant positions on their 181<sup>st</sup> day.

6. In the event that a new job is created, the City will:

- a. Meet with the Union regarding the creation of the new position
- b. Post the position for a period of six work days; and
- c. Fill the position from those who signed the posting on the same basis as other positions are filled. Any resulting vacancies will be filled from the appropriate seniority list.

7. In order to be eligible for transfer or promotion to the following positions, clerical employees must have the following qualifications:

- a. Clerical Specialist (Computer Operator) – an eligible employee must have at least an Associate's degree in Computer Information Systems or a closely related discipline, or they must have at least four years of experience where their principle duty involved Computer Information Systems.
- b. Clerical Specialist (Bookkeeping Specialist) – an eligible employee must have at least an Associate's degree in Accounting, Bookkeeping or a closely related discipline, or they must have at least four years of experience where their principle duty involved Accounting or Bookkeeping.
- c. Duplicating Devices Operator – an eligible employee must have at least an Associate's degree in Printing, Duplicating Systems or a closely related discipline or they must have at least four years of experience where their principle duty involved Printing or Duplicating Systems.

d. Senior Account Clerk (Payroll) – an eligible employee must have at least an Associate’s degree in Accounting, Bookkeeping, Business Management or a closely related discipline, or they must have at least four years of experience where their principle duty involved handling payroll.

e. Senior Account Clerk (Buyer or Water) - an eligible employee must have at least an Associate’s degree in Accounting, Bookkeeping, Business Management or a closely related discipline, or they must have at least four years of experience where their principle duty involved bookkeeping or accounting.

8. In order to be considered for the positions specified in sub-paragraph 6 above, a clerical employee must provide documentation to the Personnel Department. In the event that an employee acquires the necessary qualifications in mid-year, they will be eligible upon submittal of documentation which shows that they have met the applicable qualifications.

9. In the event that there are no clerical employees who meet the qualifications specified in sub-paragraph 7, the City reserves the right to create individual Civil Service lists for these positions and hire from these lists.

## **B. SELECTION**

1. Selection of openings shall be made on the basis of seniority and potential ability to meet the job requirements. The successful bidder shall be paid the higher rate of the new job within six (6) work days, or a longer period if mutually agreed to, after the final selection has been made. If for reasons of training the successor in the position or to temporarily fill an ensuing vacancy an employee may be held-over in the position for an additional two weeks after the final selection has been made.

2. An employee may accept as many upgrade positions as the employee is eligible for subject to the following conditions:

a. No more than two transfer (lateral or downgrade) within any twelve (12) month period.

b. In the event that an employee declines him or herself during a training period for a position, the employee shall be prohibited from being considered for any job opening for the next six (6) months.

c. If Management disqualifies the employee from either a permanent or provisional position, this will not constitute a successful bid. An employee who is involuntarily moved from their position shall still be afforded two transfers (lateral or downgrade).

3. If a permanent employee being replaced by a provisional employee does not return to work for any reason, the employee holding the provisional position shall then retain the permanent position without serving a second trial period.

## **C. SUCCESSFUL BIDDER**

The successful bidder shall be granted a total period of not less than sixty calendar days or a longer period if mutually agreed to, to show he has the ability to meet the job requirements. Any classification

from the list shown on appendix B will have a trial period of 90 calendar days. Nothing herein prevents the department head from testing the employee's ability to perform job-related tasks during the trial period. Any employee who feels he has been denied the opportunity for transfer/promotion may protest through the grievance procedure.

1. Trial Period for Injured or Sick Employees:

For positions that involve a sixty calendar day trial period, an employee who is off work or working under medical restrictions which preclude him or her from performing all of the duties of the position must successfully complete forty four full work days (the equivalent of a 60 calendar day trial period) within the first 90 calendar days of their transfer or promotion to the new position, without any medical restriction or lack of ability which precludes them from performing all of the duties of the new position.

For positions involving a ninety calendar day trial period, an employee who is off work or working under medical restrictions which preclude him or her from performing all of the duties of the position must successfully complete sixty six full work days (the equivalent of a 90 calendar day trial period) within the first 120 calendar days of their transfer or promotion to the new position, without any medical restriction or lack of ability which precludes them from performing all of the duties of the new position.

The City retains the discretion to disqualify an employee whenever it becomes obvious that they will not be able to successfully complete their trial period within the time period stated above, or whenever it is determined during the trial period that the employee does not have the ability to meet the job requirements.

2. During the trial period, neither the City nor the employee shall be prevented from:

- a. The City from disqualifying an employee when lack of ability is obvious during his qualifying period.
- b. The employee from declining the job when it is awarded or during his qualifying period.
- c. Employees who are disqualified or who decline the job during the trial period shall be returned to their former job and rate without loss of seniority.
- d. In considering the qualifications of the applicants, the City agrees to discount any experience an applicant may have gained while temporarily on the job or grant a senior applicant an opportunity to gain as much experience and then make selection.
- e. During the trial period, the City may temporarily, not to exceed sixty (60) calendar days, fill the job employee left. When the employee is permanently awarded the job, the resulting vacancy, if required, will be filled in accordance to the provisions of Article 9.
- f. Effective July 1, 1999, when an existing employee is awarded a position which requires a CDL and he or she does not have the required CDL, the employee shall be disqualified unless he/she acquires a TIP (temporary instruction permit) within thirty (30) days of the transfer to the new position; the trial period for such employee shall extend for sixty (60) days after the employee submits the TIP to the employer.

#### **D. HIRING FROM THE OUTSIDE**

The City agrees to exhaust the list of eligible bidders and all laid-off seniority employees before hiring from the outside. The City reserves the right to fill positions from the seniority list before recalling laid off employees or hiring from the outside. This provision shall not apply if, for the very nature of the job, it is obvious there are no qualified applicants on the city roll.

#### **E. CHALLENGE JOB REQUIREMENT**

The Union reserves the right to challenge job requirements which may be excessive or unneeded or the particular approach to the job and such challenge shall be subject to good faith bargaining.

#### **F. TEMPORARY OPENINGS**

1. a. Temporary assignments required for cross-training, workload needs, temporary vacancies due to illness, leaves (including personal and vacation), or emergency may be filled by the City for a period not to exceed thirty (30) days within any 90-day period by transferring any seniority employee or employees to the job.

b. It is understood when such transfers take place across division or departmental lines (as defined in the City Charter or Ordinances), that if another seniority employee replaces the transferred employee to perform the primary work assignments usually performed by the employee being transferred, one of the following conditions must be met:

1. The transferred employee is replaced by an employee within their division as defined above.
2. The transferred employee has a required skill/talent that is in short supply among the employees in the unit, and transferring of another seniority employee to the required job would create a hardship or inefficiency not conducive to effective use of the City's manpower. Such transfers shall be limited to two weeks.

2. Temporary vacancies due to illness exceeding a period of two calendar days, providing the City has been so notified, shall be filled by the City as a seniority provisional opening. Vacancies not covered by the above may be filled by the City with provisional non-seniority employees. Any seniority employee awarded a provisional position is working in place of and instead of the seniority employee who regularly holds such position and that upon the return of the permanent employee, the provisional employee shall be returned to his former position with no loss in seniority.

#### **G. RATE ON TRANSFERS**

1. The employee takes the rate of the job if he requests the transfer, or if transferred by management to a lower rated job, he retains his old rate if it is higher.

2. Any employee asked and accepting work in a classification other than his regular classification for one (1) full day or more shall receive the rate of pay for the higher classification in line with his or her city-wide seniority. Except that employee working in a higher classification will be paid at their regular classification rate for compensated absences or holidays not worked.

3. Any employee awarded a job at a higher rate of pay during the trial period as provided in Article 9, Section C., shall begin on the rate scale point which would give the employee an increase over his present rate. After four weeks on the job the employee will be paid in line with their City-wide seniority.

#### **H. NEW JOBS**

One previously not performed by the City. When these are created, the Local President will be notified of the job, its classification and rate. These will be considered as temporary for a period of ninety (90) calendar days. Thereafter, negotiations shall commence, and if need be, continue for thirty (30) calendar days. If, as a result of negotiations, the classification and rate have been agreed upon, the job shall become a permanent one and posted per Article 9A. If no agreement is reached after thirty (30) calendar days, the matter shall be processed through the grievance procedure commencing with the step before arbitration.

#### **I. PROMOTED OUT OF BARGAINING UNIT TO SUPERVISORY UNIT POSITION**

1. Any employee accepting a position out of the bargaining unit shall accrue seniority while out of the bargaining unit for a period of six months. After six months, an employee may return to the bargaining unit only if all seniority employees displaced by bumping or on layoff are offered the position first. Any employee returned to the bargaining unit after more than six months shall be placed in the lowest, vacant classification (inside or outside) in the Unit they can perform in any department. Following his or her return to the bargaining unit, such employee may not exercise his or her seniority for a period which is equal to the time that he or she was out of the unit. The understanding being that no current 1602 member will be laid off as a result of the above.

2. The above shall not apply to anyone accepting a temporary assignment, not to exceed (60) calendar days out of the bargaining unit. Anyone returning to the bargaining unit from a temporary assignment of sixty (60) calendar days or less will do so with no loss of seniority and will return to their former classification.

#### **J. CROSS-TRAINING BONUS**

Effective in 2004, a Cross-Training bonus of one hundred (\$100) dollars per employee per year will be paid on the first pay day in August each year to all employees on the payroll on August 1 with six months or more of service to the City of Westland. This compensation is given in exchange for the City's ability to cross-train any employees in other City positions or departments in accordance with Section F (1) (a) of this Article, above.

**ARTICLE 10**  
**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 right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but no means wholly inclusive, are:

1. All rights involving public policy
2. The right to decide the number and locations of facilities, departments, etc.
3. Work to be performed within the unit
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 DIRECTION 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, assign, promote or transfer, to determine the hours of work, to relieve employees from duty because of lack of work are solely the responsibilities of the City. If the bargaining unit falls below 80 employees, the City and Union shall meet to discuss staffing levels. The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain herein, and shall not exercise these rights in conflict with the terms of this Agreement.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

**A. REQUESTING LEAVE OF ABSENCE**

A leave of absence is a period of time given to an employee to leave active employment with the City for one of the possible reasons given below but not all inclusive without compensation in accordance with the conditions outlined below and the right to return to their former position at the end of the leave term.

Upon application to the Department Head, a leave of absence may be granted, without pay, to employees for thirty (30) work days. Requests for more than thirty (30) work days may be recommended by the Department Head, but must be approved by the Personnel & Operations Department and Chief Executive of the City.

## **B. REASONS FOR LEAVES**

### **1. ESTATE SETTLEMENT**

Employees may request leaves to settle an estate outside of the immediate residence of the employee, not to exceed six (6) months. The employee shall accrue seniority while on leave.

### **2. EDUCATIONAL LEAVES**

Employees who are reinstated in accordance with the Universal Military Training Act, as amended and applicable legislation may attend a recognized University, Trade School or technical School for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester. The employee shall accrue seniority while on leave. Employees may take up to six months education leave provided they give at least thirty days notice to their Department Head and the Personnel Director. No payment may be made for educational tuition incurred during this leave. Educational leave is capped at six months in any 60 month period. Seniority shall accrue while on leave.

### **3. SICK LEAVE**

Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period equal to their seniority or two (2) years, whichever is lesser. Upon returning from sick leave, the employee must submit medical evidence of his or her ability to return to work. The City reserves the right to obtain validation of injury/illness and/or verification to return to work from the assigned City doctor. The employee shall accrue seniority while on leave.

### **4. MATERNITY LEAVE**

- a. Whenever an employee shall become pregnant, the employee shall furnish the City with a certificate from her physician, stating the approximate date of delivery.
- b. She shall be permitted to work, in a suitable employment, in accordance with her doctor's recommendation.
- c. The employee shall be granted a Maternity Leave terminating six (6) months following delivery, provided there are no medical complications, in which case, the employee shall be placed on sick leave in accordance with Article 11, Section B-3, Sick Leaves, above, or use sick days as is appropriate. The employee may return to work at any time following delivery with medical clearance. The employee will be returned to their former job classification without loss of seniority.

### **5. ARMED SERVICE**

For National Guard Duty, Army Encampment, Naval Reserve Cruises, etc. shall return to their former job without any loss of seniority.

### **6. UNION OFFICE**

An employee selected to a union position or selected by the Union to do work for the Union which takes him or her from his or her employment with the City, shall, upon written request of the Union, receive a temporary leave of absence for the period of his or her service with the Union. The same shall apply to



members selected to a position with the International Union or Council. Such requests must be made yearly. Seniority will accumulate during the leave. Such employee will be returned to the same or like job in line with his or her seniority.

#### **7. PUBLIC OFFICE**

If elected or appointed to a public office, the employee shall be given a leave of absence for the term of his or her office and shall accrue seniority. The foregoing is subject to the provisions of the City Charter, if applicable.

#### **C. RETURNING FROM LEAVE OF ABSENCE**

When returning from any leave of absence, it shall be the obligation of the employee to notify the Personnel & Operations Department that he or she is returning, ready, willing and able to work, three (3) working days before his or her return to work.

#### **D. EXTENSION OF LEAVE OF ABSENCE**

Extension of leave of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Employer agrees to give his answer, granting or denying the request for extension five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

#### **E. COPIES OF LEAVES OF ABSENCE**

The Union will be given copies of leave of absences permission letters when granted.

### **ARTICLE 12 UNION BULLETIN BOARDS**

A. The City agrees to provide the Union with Union Bulletin Boards in City buildings in which there are union employees regularly employed. Their bulletin boards or anything posted therein will not be disturbed by an official of the City of Westland, unless approved by the Union. The bulletin boards shall be used only for the following notices:

1. Recreational and social events of the Union
2. Union meetings
3. Union elections
4. Reports of Union Committees
5. Rulings or Policies of the Union

B. The policing of the Union Bulletin Boards is an obligation of the Union. Management can oversee this and can expect the Union to maintain it properly.

C. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organizations among its employees shall be in violation of this Article and shall entitle the City to request the Union to remove such material.

## **ARTICLE 13 GENERAL PROVISIONS**

### **A. WORK RULES**

The City reserves the right to publish work rules from time to time. (These will become effective immediately with twenty-four (24) hours after publication.) The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.

### **B. SAFETY COMMITTEE**

A Safety Committee of the Union and City Representatives is hereby established. The parties to this Agreement hold themselves mutually responsible for cooperative enforcement of safety rules and health regulations. A committee of no more than eight (8) members will consist of an equal number of Union and City representatives and will meet at least quarterly during regular working hours for the purpose of making safety recommendations to the Personnel Director for resolution. A special meeting may be called at any time by either the Union or Management to discuss urgent matters of safety. There shall also be a Safety Person appointed by the Safety Committee with the authority to make immediate recommendations in writing to management. If no resolution is forthcoming within a reasonable period of time, the Safety Committee will reconvene relative to the recommendations and take the necessary action to resolve the same. The decision of the Safety Committee will be binding on all parties involved.

### **C. SOLE AGREEMENT**

This is the sole agreement between the parties. It may be amended any time by mutual agreement, in writing, and by negotiations, and such amendment, if agreed, will become a part of this Agreement upon completion of negotiations. This Agreement cannot be amended by an individual.

### **D. ANOTHER LABOR GROUP**

The Employer agrees that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining for employees in this unit, nor will it bargain or enter into any agreement with such group or organization.

### **E. IDENTIFICATION CARDS**

1. Identification cards will be provided to all employees. It is understood that these cards remain the property of the City and upon request of the City or termination of employment, the cards must be returned to the City.
  
2. If a card is lost or stolen it will be reported to the employee's supervisor immediately.

**F. SUPERVISION WILL NOT PERFORM BARGAINING UNIT WORK**

Supervision will not perform bargaining unit work which will infringe on an employee's hours of work or result in the displacement of an employee. However, supervision may assist in emergency situations.

**G. RELIEF PERIOD**

There will be two (2) fifteen (15) minute relief periods; one (1) in the morning and one (1) in the afternoon. Additional relief period for any four (4) hour increments of overtime work will be granted.

**H. COLLECTION OF FEES**

The collection of fees at the City Dump site will be done solely by the employee assigned to that position. The "Collecting of Fees" requirement will be added to the Position Advertisement whenever this position is posted.

**I. MULTIPURPOSE ARENA**

The City of Westland and AFSCME Local 1602 agree that:

1. The parties have discussed the City's plan to lease the Multipurpose Arena on such terms and conditions as the City deems advisable and that no further discussion is necessary.
2. The leasing of the Arena by the City shall not be construed by the Union to be a violation of any rights that the Union or any of its members may have under either the Collective Bargaining Agreement or under any past practice.
3. The leasing of the Arena by the City shall not be used or construed in the future by the parties to be a precedent, bar or waiver regarding any rights either party may have under the Subcontracting Article as to any other matter.

**J. COURT WORKER PROGRAM**

The Union recognizes the right of the City to utilize Court alternative service workers to perform duties on public property. The approved activities are debris pick-up, planting flowers, sweeping and painting fire hydrants, playground equipment, sign posts and doing janitorial work.

Such Court Workers will be able to utilize hand-power tools including mowers, edgers, weed whips, and other hand-power tools when performing the work agreed upon by the parties. It is understood that Court Workers will not work as part of any crew directly with AFSCME Local 1602 employees.

It is understood that Court Workers will not replace or work instead of AFSCME Local 1602 employees.

**K. MUTUAL GAINS PROGRAM**

It is hereby agreed that effective February 1, 1998, AFSCME Local 1602 members and retirees may participate in the Mutual Gains Program of the City as amended on August 1, 1995, as amended.

The Plan may be amended at any time unilaterally by the City with a 90-day notice to the Union. Either the City or the Union may withdraw from participation in the program with a 60-day notice to the other party, at which time, employees will be afforded the opportunity to enroll in any health care plans they are eligible for.

#### **L. LEGAL REPRESENTATION AND INDEMNIFICATION**

Whenever a claim is made or a civil action is commenced against a bargaining unit employee for injuries to persons or property caused by the negligence of the employee while in the course of employment and while acting within the scope of his or her authority, the City shall pay for, engage, or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action. The City shall compromise, settle and pay for any cause of action before or after the commencement of a civil action. In the event that a judgment for damages is awarded against an employee of the City as a result of a civil action for personal injuries or property damage caused by the negligence of an employee while acting in the course of employment and while acting within the scope of his or her authority, the City shall indemnify the employee or pay, settle or compromise the judgment.

### **ARTICLE 14**

#### **MEALS**

A. A meal will be provided to any employee who works six or more hours of unscheduled overtime in a call-in or shift extension. If an employee works an additional six continuous hours of overtime, he will be provided a second meal. No more than two meals will be provided to an employee during any continuous work period. Up to a \$7.00 allowance will be provided to employees who are afforded a meal.

B. In regard to payment of overtime in such situations:

1. If the employee/crew eats on the job, they will be considered "as working" and paid accordingly.
2. If the employee/crew eats in an eating establishment, he will be considered as taking an unpaid lunch break.
3. Employees who require a meal during an overtime period may stop and do so. However, there shall be no compensation for the meal if it occurs prior to six hours of the unscheduled overtime.

C. The City will maintain accounts at three separate restaurants within the City for the employees to eat their meals.

### **ARTICLE 15**

#### **WASH-UP TIME**

A. Employees of the Department of Public Service Maintenance and Department of Parks and Recreation Maintenance will be afforded an option for their lunch period:

Any work crew who wishes to take a lunch rather than return to the yard may do so with the City vehicle with the following provisions:

1. They notify either their Supervisor or the Dispatcher
2. They eat their lunch within the City of Westland
3. The total time away from the job site/yard shall not exceed 40 minutes, plus not to exceed fifteen minutes travel time

B. Employees returning to the yard are entitled to a 10 minute personal wash-up period at lunch and at the end of their regular shift. Employees returning to the yard to eat their lunch at the yard may stop and pick up a carry-out meal at a restaurant. It is expected that crews will use the most direct routes to return to the yard.

## **ARTICLE 16 FATIGUE TIME**

The following Fatigue Time provisions shall be followed:

A. Should an employee work a shift and a half or more within a continuous twenty-four (24) hour period, which started at 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 on a Sunday night, 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 on Monday morning. If all or any part of the eight (8) hour period coincides with the employee's normal Monday work day, he/she shall suffer no loss of his/her straight time pay he/she normally earns during such period.

C. All overtime hours worked between midnight and 4 a.m. on a regular work day shall be compensated at the employee's double time rate.

## **ARTICLE 17 HOURS**

### **A. ATTENDANCE**

1. Employees are expected to report to work on time and to observe working hours that have been established.

2. Employees who report late for work shall have the time deducted from their pay in multiples of 1/10th (one-tenth) for each six (6) minutes.

3. Employees who are absent must notify the City's designated representatives, unless it is physically impossible to do so, fifteen (15) minutes prior to the start of their shifts. Employees who fail to do so will be considered to be absent without pay. The City will provide a phone number for the employees to call in the event of absenteeism.

#### **B. HOURS OF WORK**

The established starting and quitting time for each department shall continue. However, Department of Public Service Maintenance employees, water meter readers, stakers and Department of Parks and Recreation maintenance employees shall begin at 8:30 a.m. through 5:00 p.m., year-round starting and quitting time, Monday through Friday. The work hours of clerical employees shall be 9:00 a.m. to 5:00 p.m. The work hours of Building Inspectors and Ordinance Officers shall be 8:30 a.m. to 5:00 p.m.

The City may reassign the starting and quitting times for some employees for a period not to exceed thirty (30) consecutive calendar days within any ninety (90) consecutive calendar pay period. The ninety (90) consecutive calendar day period shall commence on the first workday an employee begins the reassigned starting and quitting times. The reassigned starting and quitting time days shall also be consecutive so as not to impose a hardship on the employee.

The City shall provide a written notice to the Union which states the number of employees to be reassigned and the proposed date of reassignment. The selection of such employees shall be by seniority in the respective job classification within the Division, then (except the Senior Equipment Operator position in the Water Division) by Department. The Senior Equipment Operator in the Water Division shall be filled by upgrading Equipment Operators in the Water Division first, then by Department if need be. In the event there are not enough employees accepting the reassigned starting and quitting times, the lowest seniority employees in the respective job classification shall be required to accept the reassigned starting and quitting times. The City shall then provide a written notice to the affected employees, a minimum fifteen (15) days prior to the first workday of the reassigned starting and quitting times.

Any further changes to the established starting and quitting times are subject to good faith negotiations. Any employee with reassigned starting and quitting times shall be paid a shift premium in addition to their regular rate as stated in Article 17, F.

Engineering Aides assigned to construction inspection will be required to begin work with the contractors when required and break for lunch with the contractor, or be relieved for a minimum one-half (1/2) hour for lunch. The Aides' shift shall end eight (8) working hours following the start of his shift unless the Aide works the overtime. In reference to relief for lunch, if other Aides are not available,

supervisory personnel may relieve, but only under the above circumstances, providing supervisory used does not establish a precedent contrary to the Contract.

### **C. WORKWEEK**

The work week for all City Departments is Monday through Friday except Parks and Recreation and Animal Control operations which are scheduled to provide seven (7) days coverage subject to the Premium Pay provisions as stated below. The regular work week for clerical shall be thirty-five (35) hours per week; for Building Inspectors, thirty-seven and one half (37 1/2) hours per week; for all others, forty (40) hours per week.

### **D. PREMIUM PAY -- FIVE-DAY OPERATION**

1. Time and one-half will be paid for time worked over eight (8) hours per day.
2. Time and one-half will be paid for time worked over forty (40) hours per week.
3. Time and one-half will be paid for time worked scheduled before or after any scheduled work shift.
4. Time and one-half shall be paid for all work on Saturday.
5. Double time will be paid for all work on Sunday.
6. Double time will be paid for all work on Holidays, plus the Holiday pay.
7. Double time will be paid for all hours worked between the hours of midnight (12:00 a.m.) and 4:00 a.m. on work days.

### **E. SEVEN-DAY OPERATION**

1. It is recognized that certain activities such as Parks and Recreation and Animal Control must be in service seven (7) days a week in order to provide services to the community.
2. If it becomes necessary for Parks and Recreation to make any changes in the established seven (7) day operation schedules, the City agrees to notify the Union in writing at least fifteen (15) days prior to such changes so the Union may assist in the orderly transition of such changes. No prior notice will be necessary to discontinue any seven (7) day operation.
3. The upgrading of an Equipment Operator to the Senior Equipment Operator classification for the purpose of operating a resurfacing machine for the winter ice skating season constitutes an intra-department upgrade not arising out of a vacancy.
4. This seasonal upgrade shall be accomplished by affording in seniority order (highest seniority maintenance employee first) the opportunity for the upgrade to the maintenance employee of the Parks and Recreation Department.
5. This action does not require the posting of a position advertisement. Premium pay provisions for such operation shall apply as follows:
  - a. Time and one-half will be paid for the time worked over eight (8) hours a day.

- b. Time and one-half will be paid for time worked over forty (40) hours in one week.
- c. Time and one-half will be paid for all time worked on the sixth (6th) day of the workweek.
- d. Double time will be paid for all time worked on the seventh (7th) day of the work week.
- e. Double time will be paid for all time worked on a Holiday, plus the Holiday pay.

**F. SHIFT PREMIUM PAY**

- 1. For shift premium purposes, the first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
  
- 2. Employees working either reassigned hours other than the hours specified in Article 17 B or the second shift shall be paid a shift premium in addition to their regular rate of pay in the amount of ten (10%) percent of their regular hourly rate of pay.
  
- 3. Employees working the third shift shall be paid a shift premium in addition to their regular rate of pay in the amount of fifteen (15%) percent of their regular hourly rate of pay.

**G. CALL TIME**

Any employee called back to meet emergencies after working his or her regularly scheduled shift shall be paid a minimum four (4) hours straight time pay or the premium rate for the time worked, whichever is greater.

**H. PROGRESSION STEPS**

Rates of pay and steps of progression are provided for in Appendix "A". This does not prevent the City from accelerating the progression steps for classifications such as Building Inspector or classifications requiring a license, providing the City does not accelerate over the rate paid seniority employees presently in the classification.

**ARTICLE 18  
EQUALIZATION OF OVERTIME**

A. Effective July 1, 1999, when clerical overtime work extends beyond the end of a shift, the assigned employee(s) shall be permitted to continue the work until the assigned work is completed. Continuation of assignments shall be deemed as those that started three or more hours before the end of the regular shift. The assigned employee on a particular inspection job shall be allowed all overtime involved with a particular inspection job.

It is agreed that overtime will be offered to new hire probationary employees who have been employed for 90 calendar days only after all employees in the division/department who have performed the task in the past have been offered the opportunity to work the necessary overtime. New hire probationers of less than 90 days will only be asked to work overtime after the procedure outlined in Article 18, Section B(5) has been implemented.



B. Effective July 1, 1999, for call-back or scheduled overtime not involving clerical continuation of assigned work the following procedure shall be used:

1. All employees shall be eligible for overtime unless they are on injury, restricted-duty, sick leave, or vacation status. Employees on restricted duty may be eligible for overtime only if: (a) the overtime work to be performed is consistent with their restrictions; and (b) allowing the restricted duty employee to work overtime will not cause or require additional overtime by another employee. All call-ins shall be paid a minimum of two hours double time.

2. For the required classifications within the divisions management shall be required to call such individuals according to an equalization system based on low overtime hours credited (time refused is considered credited or charged) in low overtime order. An equalization system is one in which overtime is assigned by low overtime hours, equalized within division, then department by classification. Such employees shall be required to be ready for duty as soon as possible.

3. Employees will not be entitled to receive a cash payment for any overtime mistake by the City, unless all of the following conditions are met:

a. Only employees who accepted 50% or more of the overtime requests in the previous complete quarter, who are improperly passed over for an overtime opportunity, will be allowed to receive any cash payment for an overtime mistake by the City.

b. Employees eligible under subsection a, above, shall, for the first occurrence in a calendar year, only be paid for all hours over four that their replacement worked. Overtime missed less than four hours will not be paid in the first occurrence within a calendar year for said employee.

c. For employees eligible under subsection a, above, if there is a second or further incidents of overtime missed by the employee within the calendar year, a cash payment will be awarded the employee upon notification of management.

4. Overtime call-back order by classification shall be as follows:

a. Water Division overtime (effective July 1, 1999):

Water\*

Hydrants \*

Sewer\*

Meters (meter readers)

C&M/Stock

Motorpool

PR/Prev. Maint/Sr. Resources

Engineering

Animal Control

\* means refer to Appendix C for call-back procedure.

b. Sewer Division overtime (effective July 1, 1999):

Sewer\*

Water\*

Hydrants\*

Meters (meter readers)

C&M/Stock

Motorpool

Engineering

P&R/ Prev. Maint /Sr. Resource

Animal Control

\* means refer to Appendix C for call-back procedure.

c. Meters overtime (effective July 1, 1999):

Meters \*

Hydrants \*

Water\*

Sewer

C&M/Stock

P&R

Motorpool

Engineering

Animal Control

Prev. Maint/Sr. Resource

\* means refer to Appendix C for call-back procedure.

d. C&M overtime (effective July 1, 1999):

C&M/Stock

Sewer

Hydrants

Water

Meters and Meter Readers

P&R

Motorpool

Engineering

Prev. Maint/Sr. Resource

Animal Control

Building Dept

e. P&R/Prev. Maint overtime:

P&R

Prev. Maint/Sr. Resource

C&M/Stock

Sewer

Water

Hydrants

Meters and Meter Readers

Motorpool

Animal Control

f. Motorpool overtime:

Mechanics

Mechanic Certified employees

g. Engineering overtime (effective July 1, 1999):

Engineering Aides

Water

Sewer

Hydrants

Meters

C&M

Motorpool

Meter Readers

P/R

Animal Control

Prev. Maint/Sr. Resource

After leaving the Division the work was required in, call employees based on type of inspection required:

A. Water System Inspections:

Water

Meters

Sewer

B. Sewer System Inspections:

Sewer

Water

Meters

C. Roads or Storm Sewers Inspections:

C&M

Sewer

Water

Meters

5. Clerical (based upon overtime worked through the previous payroll period):

Within Division/Within Department/City-wide

6. Boards and Commissions:

a. When a vacant minute taking position for any board or commission that is not identified in regular job posting, then that position in the appropriate department shall be posted using the bidding procedures for filling of regular vacancies.

b. If no clerical employee is available within the department, the selection will be based on citywide seniority.

c. Temporary vacancies for sickness, vacation, etc. shall be filled on the basis of low clerical overtime worked through the previous payroll period.

d. These provisions do not apply to Commissions that operate as legal entities outside the direct authority of the Mayor or City Council. Examples of such commissions are the Civil Service Commissions and the Housing Commission.

7. Overtime shall be worked across the board by low person overtime hours within classification. Overtime totals shall be set to zero at the beginning of each quarter.

C. 1. Snow and ice control shall be worked with the classifications of Crew Leaders, Senior Equipment Operator and Equipment Operator by low man hours on the overtime list. If the snow and ice control goes into overtime at the end of the regular shift, the low person in overtime hours within the classifications of Crew Leaders, Senior Equipment Operator and Equipment Operator shall be placed on the job.

a. Employees called in to work overtime (snow and ice control) will be allowed to continue work, if necessary, for a period of nineteen (19) hours at which time they may be replaced, if necessary, by low person on overtime exclusive of the employees being replaced.

b. An employee assigned to work overtime for snow and ice control becoming fatigued as determined by the employee or supervision shall be permitted to be relieved from overtime work because the employee determines they are fatigued will be charged the authorized overtime as refused. Employees relieved from overtime because supervision determines the employee is fatigued will be charged only the overtime hours actually worked.

c. Prior to end of the regular shift, if the DPS Administration declares a "snow emergency" within the definition of the City Ordinance. In such cases, the Street Administrator or his designee may divide the available snow removal forces of the City in two components. The Street Administrator would declare how many employees it wishes to come in at 12:00 midnight. One component would work until midnight, the other would start at midnight until the time of the normal starting time of the day shift. Selection of what overtime start-time may be made in accordance with highest seniority and lowest overtime of those required. The selection of starting time will be subject only to the number of those needed as designated by the Street Administrator.

2. The front-end loader will be driven while out of the maintenance yard by a Senior Equipment Operator classification. When it is used in the yard during regular working hours it will be operated by the same classification. It is hereby understood that when the front-end loader is used during snow removal overtime period, the truck drivers may load their own vehicles with the front-end loader whether they are Senior Equipment Operator's or not. This operation is restricted to the yard only.

3. When an operator is needed for a road grader, vactor, gradall, sweeper, and/or backhoe for overtime work, a Senior Equipment Operator shall be called first in accordance with the overtime equalization procedure in paragraph B, 4, d.

4. Where the employee awarded the position to operate the transfer site is not available to work, necessary overtime or emergency call-in work will be assigned as follows:

a. If an employee is placed on this assignment during a regular shift, he shall be allowed to continue beyond the end of the shift on overtime in order to complete operation that day.

b. If that employee is not available for work, or other than regular work day, the low person in overtime hours among Construction and Maintenance Division employees shall be offered overtime first.

c. If not available from the Construction and Maintenance Division, low person in overtime hours among the Water and Sewer Division employees.

d. If not available from Construction and Maintenance Division employees or Water & Sewer Division employees, low person in overtime hours among Motor Pool Section employees.

D. All overtime or emergency call-in work in the Engineering Division of the Department of Public Service shall be equalized within the Engineering Division of the Department of Public Service as follows:

1. Inspection: Inspection job assignments known shall be announced at the beginning of the calendar year.

2. Job assignments for inspection jobs arising throughout the year will be announced at the time of assignment.

3. The assigned person to a particular inspection job shall be allowed all overtime involved with the same particular inspection job.

4. The assigned replacement for an assigned inspector who is absent on a normal eight (8) hour shift shall be allowed all overtime in that particular day and it shall be noted as a continuation of shift.

5. Job assignment to replace an assigned inspector who is not eligible to work on an overtime day, as prescribed by the City Policy, shall follow procedures Number 6a and 6b.

6. In all cases of overtime where the assigned inspector of construction is not available to work such overtime, the following procedures shall be followed:

a. Overtime shall be offered among Engineering Aide through Chief Engineering Aide and shall be offered beginning with low person in overtime hours and working on up to high person in overtime hours.

b. In cases where assigned person or his assigned alternate is not available for overtime on his particular job, on a particular day, that overtime shall be offered to Engineering Aide through Chief Engineering Aide beginning with low person in overtime hours and working on up to high person in overtime hours. If assigned inspector cannot work overtime in consecutive days, overtime shall be offered as above, but on a daily basis.

7. Available overtime shall be offered on a daily basis, following the above procedures.

E. Effective July 1, 2010, the City will try a compensatory time program on an experimental basis for one year. Near the end of that year, the parties will discuss whether such compensatory time will continue. It is understood that the compensatory time program may be discontinued at the end of the experimental year at the request of either party. 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, ie. 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, 2011 shall be paid off to the employee at the applicable hourly rate.

## **ARTICLE 19 SUBSTANCE ABUSE**

### **A. ENFORCEMENT IN EAP**

1. This policy shall be clearly communicated to all employees, and enforced in a nondiscriminatory manner. Employees having difficulties should be encouraged to seek help before problems threaten their jobs and well being.

2. An Employee Assistance Program (EAP) established by the Employer and Union is a constructive alternative to relying upon drug testing and disciplinary action alone.

#### **B. EMPLOYEE REFERRALS**

1. The parties agree that assistance toward rehabilitation is to be offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem or has a positive result on a drug or alcohol detection test.

2. The Employer will ensure that employee benefits include 45 days mental coverage and 30 days drug treatment coverage for services required to assist employees with substance abuse problems.

#### **C. RIGHT TO REPRESENTATION**

1. The employee and the Union shall be notified immediately that City representatives suspect the employee is under the influence of drugs or alcohol, and shall be provided with a copy of the reasons which document their suspicion. The employee suspected of being under the influence shall meet with his/her supervisor, and a Union representative. In the presence of the Union representative, the employee may be questioned about his/her behavior or other reasons that have caused the supervisor to suspect that the employee is under the influence of drugs or alcohol.

2. If after hearing the employee's explanation the supervisor still suspects that the employee is under the influence of drugs or alcohol, the City representatives may require that the employee submit to a drug or alcohol detection test.

#### **D. TESTING PROCEDURE**

1. Test results will be strictly confidential. The employee may be required to submit to a substance test under the influence of either drugs (illegal) or alcohol.

2. Management shall have the right to utilize any testing facility it chooses in the initial test, but it is agreed that if that test shows a positive result it shall be re-done using a laboratory which meets the standards recommended by the National Institute on Drug Abuse (NIDA). The City may utilize the City Police Department breathalyzer and operator.

3. The requirements for chain of custody, storage of urine sample, quality assurance and control, will be the responsibility of the chosen laboratory. The back-up test will be MASS SPECTROMETRY ONLY.

4. An employee who is asked to submit to a drug detection test will be allowed to list all prescription and non-prescription drugs, or any other substance which might cause a positive urinalysis for the presence of drugs. This list is to be reviewed ONLY by the laboratory's certifying scientist for the purpose of verifying test results.

**E. REHABILITATION**

It is agreed between the Parties that any employee who tests positive according to the above, shall be afforded the opportunity for 30 days of treatment at a reputable rehabilitation facility. Upon satisfactory completion of appropriate treatment, said employee shall be entitled to return to his/her former position with no break in service time or benefits. The employee will be immediately qualified as a short-term disabled employee entitled to 75% of their base pay. An employee will be entitled to this benefit on a one-time only basis. The above shall also be offered to any employee who comes forward and requests.

**F. POSITIVE DRUG TEST**

1. 1st Offense:

Individuals the first time with a confirmed drug or alcohol abuse problem should be given the opportunity to enter a rehabilitation program prior to any discipline.

2. 2nd Offense:

If any employee has a relapse (second time) under the influence of an illegal substance, they may be disciplined. Sick or vacation time may be used during rehabilitation.

3. If there is a third relapse (third time) said employee will be disciplined up to and including discharge.

**G. CHANGES, SUPPLEMENTS AND AMENDMENTS**

The procedures for implementation, e.g., chain of custody requirements; form of testing; testing facility; test levels will be changed, supplemented and amended as necessary to reflect scientific advancements or as warranted by other conditions. This is necessary due to the technical nature of testing and necessary in an effort to assure the utmost respect for employee privacy and the utmost accuracy of testing.

**H. LAW**

Nothing in this policy is intended to be in conflict with existing state law. In the event that any provision of this policy shall at any time be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time limits for doing so, such provisions of the Policy shall continue in effect. Employees in possession or selling illegal drugs or alcohol on the job may be subject to disciplinary action up to and including immediate discharge.

**ARTICLE 20  
HOLIDAY PAY**

The holidays, consisting of 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, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. Employees shall be compensated as follows:



A. Where employees are excused by the Department Head from work on any of the above holidays, they shall receive their regular pay, provided however, 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, and provided further, an employee shall receive no pay for the holiday if the scheduled service day immediately before the holiday, he absents himself and the absence is for reasons other than paid sick leave, vacation or off with permission.

B. On the seven (7) day operation, if a holiday should fall on an employee's normally scheduled day off, the holiday shall be celebrated on the day before or after the normally scheduled days off, dependent upon the City's option of before or after.

C. If an employee is scheduled and not excused from work on a holiday and fails to work for reasons other than paid sick leave or vacation, he shall receive no pay for the holiday.

D. If an employee works on any of the holidays above mentioned, his total compensation shall be two hundred (200%) percent of his basic hourly rate, plus his holiday pay.

## **ARTICLE 21 VACATIONS**

A. All employees 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 ( $5/6$ ) day per month.

B. 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-fourth ( $1-1/4$ ) day per month.

C. 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 days per month.

D. 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 (1.83) days per month.

E. 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. 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 ( $2-1/4$ ) days per month.

F. On the first pay in February an employee shall receive full pay at the prevailing hourly rate as of the first payday in January for each unused day over thirty (30), provided the employee has taken a

minimum of ten (10) days vacation in the previous calendar year. If ten (10) days vacation are not taken during the calendar year, whatever untaken portion of the ten (10) days will be forfeited.

G. 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).

H. 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.

I. Upon termination, retirement or death, payment in full to the employee or his beneficiary of all vacation time.

J. 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 1st of each year and this does not work a hardship on the department. Unscheduled vacations will be granted at such time during the year as suitable and providing this does not work a hardship on the department. In the event two or more employees desire the same time, seniority will prevail.

K. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation. The intent is to limit the taking of annual leave to a minimum of one calendar week with the following exceptions:

1. Employees with one year seniority will be allowed to take vacation in one-day increments provided request is received at least by the end of shift the previous work day. Such vacation will be granted providing it does not work a hardship on the department.

2. In the event two or more employees desire the same time, seniority will prevail in considering approval for requests submitted on April 1st of each year. After April 1st, the earliest request will be considered for approval.

3. Vacations in one-day increments will not be limited to any set number of working days per calendar year, provided request is received at least by the end of the shift the previous workday.

L. If a regular pay day falls during an employee's scheduled vacation, he will receive that check in advance, upon request, before going on vacation. Should an employee take an unscheduled vacation, he must make a request for his check one (1) month before leaving if he desires to receive it in advance. The employee's decision regarding prepay or no prepay as indicated on the vacation request form shall be final. No decision shall indicate that the check will not be prepaid.

**ARTICLE 22**  
**PERSONAL LEAVE DAYS**

A. New employees will receive two personal leave days on the first January 1st of their employment. They will receive three personal days the following January 1st, and then they will be granted the regular four personal days on each January 1st thereafter.

B. Employees who have been employed three or more years on January 1st, shall be granted four personal days for personal business that can only be attended during the course of the regular business day. Employees are required to give notice prior to the beginning of their shift. Personal leave days may be taken in one-quarter (1/4) day increments. Personal leave days shall be non-cumulative.

**ARTICLE 23**  
**SICK LEAVE**

All full-time employees earn and are credited with three-fourths (3/4) of a day sick leave for each completed month of service, not to exceed nine (9) work days per year.

A. Sick leave is provided to permit an employee to remain in a pay status while absent from work because of:

1. Illness or injury to the employee or a member of his immediate family that requires the employee's care or attention. Such illness of family member may require documentation.

2. Pregnancy

3. Contagious disease in own family (Note: A contagious disease normally is one in which the afflicted person is subject to quarantine.)

B. Accumulation of sick leave may not exceed the hourly equivalent of sixty (60) days at the end of any calendar year. All sick days over sixty (60) as of December 31st shall be paid on the second payday in January at the prevailing hourly rate as of the first payday in January.

C. An employee upon termination shall be paid in full for all unused accumulated sick leave at straight time rate provided, however, he has completed six (6) months of continuous service. Upon death or retirement, unused sick leave will be paid in full to the employee or the employee's beneficiary.

D. An absence for more than three (3) consecutive days must be supported by a doctor's signed statement.

E. Probationary employees shall not be paid upon termination for sick hours, nor shall they be paid for sick time off until they have completed probationary period.

F. Employees, at their discretion, may donate sick days to another 1602 employee providing they retain seven (7) sick days for their own use.

G. Two (2) sick days per year during the contract year may be used and designated, when calling in, as "service days," which may be used by employees as personal days if other specified personal days have been exhausted, providing he has the sick time in his bank.

H. Employees who use three sick days or less in calendar year 2004 or any calendar year thereafter, 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.

#### **ARTICLE 24 LONG-TERM DISABILITY**

Each bargaining unit employee shall be covered by a long term disability program as set forth below:

A. Employees shall be covered by a long term disability program as follows:

1. Employees shall be eligible on the thirty-first (31st) consecutive calendar day of disability to be paid seventy-five (75%) percent of their base pay for the term of disability during the first year of continuous disability.

2. For the second year of continuous disability, the employee shall be paid sixty-five (65%) percent of their base pay.

3. For the third year of continuous disability, the employee shall be paid fifty-five (55%) percent of their base pay.

4. Employees covered under long term disability shall be limited to thirty-six (36) months coverage for any one illness or injury and subsequent related illness or disability. Only one qualifying period will be required for the same re-occurring illness. The qualifying period may be charged to the employee's sick or vacation bank.

5. If a dispute shall arise concerning eligibility for LTD benefits after the City Doctor's opinion has been rendered, the following procedure shall be followed:

a) Within 45 days of the City's claim of ineligibility, the City Doctor and the Employee's Doctor will mutually select an appropriate Doctor to validate the injury/illness for LTD eligibility.

b) In the event that the parties cannot agree on selecting an appropriate doctor, the American Medical Association shall appoint a doctor to decide LTD eligibility. The third doctor's decision shall be final.

(c) In order to continue the LTD payments past the date of the City Doctor's opinion the employee must: (1) request a third opinion and (2) execute a contingent repayment agreement authorizing the City, if the final determination is in the City's favor, to deduct repayment from the employee's paycheck and/or sick and vacation banks.

d) If repayment is required, repayment shall be made for all LTD payments paid by the City after the decision of the City Doctor has been rendered.

6. Base pay is to be re-computed on the employee's classification adjusted rate.

B. Bargaining Unit employees, while drawing disability under the Long Term Disability Program, will continue to be covered by Longevity pay, hospitalization (or medical insurance they are being covered by at that time), Life Insurance, Dental and Optical 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. hospitalization, Life Insurance, Dental, Optical. 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.

C. 1. 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. LTD 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 LTD has previously been paid, the employee involved shall reimburse the City for any LTD payments received.

2. The City reserves the right to obtain validation of injury/illness and/or verification to return to work from the assigned City Doctor.

## **ARTICLE 25 FUNERAL PAY**

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, children, current 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, stepmother and stepfather. This leave is not chargeable to annual or sick leave credits. One (1) work day will be granted for death of employee's aunts, uncles, nieces or nephews. Verification of death and relationship shall be furnished by the employee upon his return to work at the request of the City.

**ARTICLE 26  
JURY DUTY PAY**

Employees with seniority called for jury duty will be paid their regular days pay for each regular work day that they are acting as jurors providing they bring in evidence of jury duty.

**ARTICLE 27  
INSURANCE AND PENSION**

**A. HOSPITALIZATION PROGRAM**

1. Hospitalization insurance provided for active employees prior to July 1, 2010 shall be as described in the parties' 2004-2008 collective bargaining agreement.

Effective July 1, 2010, the City will provide active employees who were hired on or before March 19, 2010, Blue Cross Blue Shield PPO-1 (PPO-1 benefit plan summary Appendix E to this agreement).

This coverage shall be continued subject to Section 27.5 a. until the employee and/or his/her spouse reaches eligibility for Medicare.

2. The City will provide active employees who were hired after March 19, 2010, Blue Cross Blue Shield PPO-2 (PPO-2 benefit plan summary Appendix F to this agreement).

This coverage shall be continued subject to Section 27.5 a. until the employee and/or his/her spouse reaches eligibility for Medicare.

3. Employees/retirees participating in either program shall be subject to a \$10 doctor visit co-payment, and a drug co-payment of \$10.00.

4. 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 shall have the option to remain with the plan and health care providers the retiree had on his/her date of retirement.

5. a. Except as provided in paragraph c, below, effective 7/1/95, the City agrees to pay for the applicable retiree medical coverage at the rate of 4% per complete year of service ACTUALLY provided the City of Westland for insurance coverage in effect for the particular employee. The retired employee or spouse must be drawing benefits or a pension as provided for in amended Act 427 Public Acts of Michigan of 1984. Upon eligibility for the BC/BS M-65 Plan, as applicable, the City will pay for said M-65 Plan for the retiree and/or spouse, provided the retiree pays for Medicare A&B. Employees while on duty disability

retirement shall receive 100% of the applicable medical insurance premium coverage (for retirees after 7/1/95). In the event an employee with a vested right in the MERS pension system dies, his/her survivors may continue the applicable health insurance coverage as long as the spouse remains unmarried. Except as provided in paragraph c, below, the amount of the premium to be provided by the City for survivor coverage shall be 4% of the cost of the applicable monthly premium for each full year of service by the employee. On 4/1/95 any surviving spouse of a former employee drawing a MERS pension will be eligible to have his/her applicable hospitalization premium paid at the rate of 4% per year of service. The spouse of any vested employee who dies in the line of duty shall have 100% of their applicable hospitalization paid by the City while their spouse is collecting a MERS pension.

b. Employees still in the service of the City at age sixty-five shall be covered by Blue Cross/Blue Shield exact fill or M-65 complementary coverage. The City shall also reimburse the employee for his payments quarterly for Medicare A and B.

c. Subject to the Letter of Understanding on Generic Time, the City agrees to pay for 100% of the cost of BC/BS PPO-1 for employees who thereafter retire, if such retirees: (1) were hired before 7/1/95; and (2) are receiving a MERS pension. The retiree's spouse and dependents who are receiving a pension benefit under MERS shall also receive this benefit. Upon eligibility for the BC/BS, M-65 plan for these retirees, the City will pay for said M-65 plan for such retiree, spouse and dependents, provided the retiree, spouse and/or dependents pay for Medicare A & B.

d. The City shall not change or substitute equivalent retirement insurance plans and/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.

6. No retirement insurance shall be provided by the City for employees who are hired after March 19, 2010. NOTE-CBA 2004-2008 contract language in 27.6 is eliminated as it applies to those retirees, they have a vested right that is enforceable in court for the benefits contained in the CBA 2004-2008; the Union doesn't negotiate for those retirees.

## **B. PENSION**

1. For employees hired on or before March 19, 2010, the City shall meet all requirements of Act 427 of Public Acts of Michigan of 1984, as amended, and as negotiated and implemented. The City will pay the full cost of the Amended Act 427 Public Acts of Michigan of 1984 Pension Program. No employee contributions are to be made to the Pension Program. Except as provided in paragraphs 2 and 3, below, the Pension Program shall consist of the B-4 retirement plan with riders E, E-1, E-2, F-55, eligibility for retirement at age 50 & 25 years, V-8, and RS-50.

2. Effective 1/1/2001, except as provided in paragraph 3, below, the Pension Program shall also include 25 and out (eligibility to retire with twenty five years of service, regardless of age); and B-4 with a 2.8% multiplier for the first 25 years of service, and a 1 % multiplier for each year of service thereafter.

3. Effective upon final ratification of this contract, a two tier system will be implemented. All existing employees at that time will receive the Pension Program described above, and the Pension Program for all new hires after that date will be: the B-3 retirement plan with E, E-1, E-2, F-55, eligibility to retire at age 50 with 25 years of service, V -8, and RS-50.

4. Employees hired after March 19, 2010 shall be provided a Defined Contribution Retirement Plan. The employee shall contribute 5% of their base wage into their Defined Contribution Plan. The Employer will on the date of the first anniversary of the Employee put a sum equal to 10% of the Employee's base wages, of the first year, into the Employee's Defined Contribution Plan. From that date forward, the Employer shall put 10% of the Employee's base bi-weekly salary into the Defined Contribution Plan each pay period (bi-weekly).

### **C. WORKER'S COMPENSATION**

For on the job injury, each employee will be covered by the applicable Worker's Compensation Law and the employer further agrees that for a period of twelve (12) months following the date of injury an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his or her regular gross income. If the amount of Worker's Compensation would exceed the regular weekly income the employee shall receive the greater amount instead. Employees off work covered by this Worker's Compensation provision shall not accrue any sick or vacation benefits after the sixth (6th) month of their disability.

If Worker's Compensation benefits are reduced by legislation to an amount less than the current level, then (after the twelve (12) month period) the Employer shall pay to the employee, after deduction of taxes, a take-home amount necessary to restore the employee's benefit to an amount equivalent to the Worker's Compensation benefit level in effect as of March 1, 1984. The intent of this paragraph is to assure that the employee will not suffer a loss in take-home dollars as a result of any changes in the Workers Compensation Law while he is off with a work-related injury or disability.

If physical therapy sessions are prescribed for an employee with a Worker's Compensation injury, the employee shall receive release time to attend up to ten (10) physical therapy sessions during the regular work day. No overtime will be paid. It is understood that the employee will be allowed a reasonable amount of time to travel to and from such physical therapy sessions, and the employee shall return to work after the session for any remaining portion of the work day.



#### **D. DENTAL PROGRAM**

1. The City will provide all seniority employees the Delta Dental program providing eighty/twenty (80/20%) percent of treatment cost (up to \$1,000 per person per year) on Class I, Class II, and Class III benefits to be defined by the Delta Dental Plan, or the equivalent, provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability of equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules if the plan is equivalent or better.
2. Employees hired will be eligible for dental coverage after the 91st day of continuous employment.
3. The City shall pay 5% of the Dental premium cost per year of service for the retiree (and spouse) drawing a MERS pension effective for all new retirees after 7/1/90.

#### **E. EYESIGHT PROGRAM**

1. The City shall provide optical reimbursement coverage for exam and a \$150 allowance per family member every 24 months. Documentation of expenditure must be provided to the City Insurance Office for reimbursement.
2. Employees will be eligible after 91<sup>st</sup> day of continuous employment.
3. Retiree Optical Benefit:
  - a. For those employees retiring after 7/1/95, the City agrees to reimburse the retiree for an eye exam and a maximum of one-hundred (\$100) dollars for the purchase of eye glasses or contact lenses for the retiree and spouse. Paid receipts will be submitted to the City's Finance Department for reimbursement. Payment shall be made within two (2) weeks of the date the City receives receipts of paid bill.
  - b. The retiree and the retirees' spouse shall be eligible for such reimbursement once every two (2) years from and after the date expenses are incurred.
  - c. Employees retiring after 1/1/87 and before 7/1/95, the City agrees to reimburse the retiree up to a maximum of \$85 for the purchase of corrective eyewear.

#### **F. LIFE INSURANCE**

Employees will be eligible for the fifty thousand (\$50,000) dollar Life and Accidental Death and Dismemberment Insurance Policy beginning with their ninety-first (91st) day of employment. The City's Personnel Department will undertake all reasonable efforts to assist the beneficiaries in receiving timely payment from the life insurance carrier. If the Union submits continued problems with the life insurance carrier, the City will consider seeking another carrier in future contracts.

**G. RETIREES LIFE INSURANCE**

The City agrees to the following Life Insurance package for retired employees: For the period of October 1, 1982 -December 31, 1986, five thousand (\$5,000) dollars Life Insurance for retired employees.

Effective for employees retiring between January 1, 1987 and 45 days after ratification of this contract:

1. Six thousand (\$6,000) dollars for those employees having worked for the City of Westland from eight (8) through eleven (11) years.
2. Seven thousand (\$7,000) dollars for those employees having worked for the City of Westland from twelve (12) through fifteen (15) years.
3. Eight thousand (\$8,000) dollars for those employees having worked for the City of Westland from sixteen (16) through nineteen (19) years.
4. Ten thousand (\$10,000) dollars for those employees having worked for the City of Westland from twenty (20) through twenty-four (24) years.
5. Twelve thousand (\$12,000) dollars for those employees having worked for the City of Westland for twenty-five (25) years or more.
6. Effective forty-five days after ratification of this contract, employees who thereafter retire under MERS shall receive one thousand (\$1,000) dollars of life insurance for each year of actual employment that they had with the city of Westland, up to a maximum life insurance coverage of twelve thousand (\$12,000) dollars.
7. City of Westland employment shall consist of all full time employment afforded to the City.

**ARTICLE 28  
LONGEVITY PAY**

Longevity pay will be paid on the second payday in November each year to all employees on the payroll as of November 1st with six or more years of service to the City of Westland:

- A. Effective 12/1/1999, the rate to be paid employees for each year of service shall be \$85.00.
- B. At the time of retirement, an employee shall be entitled to receive a pro-rata share of the longevity pay the employee would receive the following November 1. This payment shall equal 1/12th of longevity pay the employee would receive the following November 1 for each complete month that the employee works after November 1.
- C. Longevity pay shall be eliminated after the November 2010 payment.

**ARTICLE 29**  
**MILEAGE**

If employees are required to use their own cars they will be reimbursed at the current rate set by the Internal Revenue Service and adjusted annually, but in no event shall it be set at less than thirty (\$.30) cents per mile.

It is recognized that the use of employees' cars in an administrative policy which could be reviewed for the purpose of supplying City-owned vehicles.

**ARTICLE 30**  
**EDUCATIONAL TUITION**

Employees will be reimbursed 90% of expenses, not to exceed \$2,500 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 course is taken at an accredited institution, (3) the employee successfully completes the course and obtains an passing grade, (4) the course relates to the type of work and jobs performed by employees of the City of Westland.

**ARTICLE 31**  
**UNIFORMS**

The uniform allowance provided prior to July 1, 2010 shall be as described in the parties 2004-2008 collective bargaining agreement. 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 khaki, black or navy blue in color. Cut off jean shorts or denim is not permitted. Inside employees will be provided shirts.

**ARTICLE 32**  
**PAY PERIOD**

All employees will be paid by check or by direct deposit every two (2) weeks (biweekly). All employees will be on a one week holdback for payment of wages earned, when such a program is implemented for all employees City-wide. (In order to bring current employees into compliance, adjustment will be made out of any retro pay or cash-out of up to five (5) days of sick or vacation leave, if desired.) Checks will be distributed by the Department Head, or his designate, and will be paid every other Friday. It is recognized that certain deductions will appear on all checks, such as federal withholding, social security, retirement contributions and union dues.

Shortage of less than one-hundred (\$100) dollars will be paid within three working days. Every effort will be made to pay shortages of more than one-hundred (\$100) dollars on the same shift on payday. If unable to do so, it will be paid on the following work day.

**ARTICLE 33  
WAGE SETTLEMENT**

For and in consideration of signing this Agreement, it is agreed that all employees covered by this Agreement will be granted wage increases according to the following schedule:

Effective 1/1/09	0% across the board
Effective 1/1/10	0% across the board
Effective 1/1/11	1% across the board
Effective 1/1/12	1.5 % across the board

For employees hired after March 19, 2010:

- 70% of the maximum during the first twelve (12) months of employment
- 75% of the maximum at first year of employment
- 80% of the maximum after second year of employment
- 85% of the maximum after third year of employment
- 90% of the maximum after four years of employment
- 100% of the maximum after five years of employment

If a seniority employee is laid off and returns as a provisional employee, he/she shall be paid at 80% of the maximum rate.

**ARTICLE 34  
SUBCONTRACTING**

A. Prior to subcontracting any work in excess of \$750 which has been normally and/or regularly performed by members of Local 1602, the City will inform the Union President in writing. Any subcontracting to a contractor totaling more than \$5,000 in a fiscal year will require the representatives to meet with the local bargaining committee to discuss the work to be performed, the cost and the time to accomplish that work. However, the City's right to subcontract shall remain as described in Article 10.

B. The purpose of the above paragraph will be to assure that the intent of subcontracting will not be a deliberate attempt to erode the Bargaining Unit.

C. Maintenance work (exclusive of warranty work) on Westland Police cars, Fire Equipment, and Arena Equipment will be performed by the City Motorpool. It is further agreed that while every attempt will be

made to perform the work with Local 1602 employees, it may be necessary from time to time to allow overflow work to be performed by outside vendors, only after the Motorpool Supervisor has been notified first. This is to ensure that no grievance will be written if the above procedure is followed.

## **ARTICLE 35 CERTIFICATIONS/LICENSES**

### **A. MECHANICS CERTIFICATION**

1. Mechanics shall be required to be State Certified in three (3) heavy-duty repair operations and four (4) auto repair operations in order to qualify for hiring, transfer or promotion into the position.
2. Any mechanic, current or future, who is certified or becomes certified in fifteen (15) repair operations (categories) shall automatically be reclassified as a Master Mechanic. (Motorcycle cert not required)
3. Current mechanics holding permanent status, or provisional status which transitions into permanent status, shall be grandfathered into their current positions without having to be certified as a requirement of employment in the mechanic classification. Current mechanics shall, upon their own volition, test for certification and/or seek training or education through the tuition reimbursement provisions of the contract.

### **B. C.D.L. LICENSE**

1. Employees who have driving as part of their job description are required to have a driver's license appropriate to the responsibilities of the job.
2. Except as provided in Article 9, Section C( 6), employees who fail to have the licenses as required by the law will be demoted to the highest "outside" classification in the bargaining unit not requiring the license until such time as the employee obtains the license.
3. An employee who does not have the appropriate license to operate the necessary equipment on an overtime basis shall not be eligible for overtime.
4. The first CDL test shall be paid for by the City. In addition, the City will provide an appropriate vehicle for the employee to take the CDL road test. The City will also provide instruction sessions for all maintenance personnel interested in taking the CDL exams.
5. Qualified instructors must be a certified mechanic for air brakes, heavy trucks, electrical, and other mechanical requirements of the CDL test. Instructors must have successfully completed both A and B tests. Instructors who indicate their interest in providing instruction shall be selected at management's discretion.

6. When employees who are qualified instructors for the CDL Program conduct formal training on a given day, they will be compensated at the Chief Building Inspectors Hourly rate.

7. The City will reimburse employees for the difference in cost between a normal operator's license and a CDL for all employees desiring to have a CDL to perform the work of their current classification. The City will also pay for any necessary medical exam from the City Doctor for those employees required to have a CDL.

8. Employees who fail to maintain their CDL shall be removed from their classification and afforded the opportunity to bump into a position not requiring a CDL. Employees who lose their CDL due to medical reasons (other than substance abuse) may utilize an opportunity to enter a position on a training basis for a period of 90 days providing the employee can meet the normal job requirements at the end of the period. If the position was previously held by the employee, the normal job requirements will apply instead.

**C. BUILDING INSPECTOR CERTIFICATIONS (Act 54)**

All employees required to comply with Act 54 shall be allowed release time to attend the available classes/seminars to attain the required certification for the job provided that such release time does not cause a hardship on the department. Opportunities shall be made available, as equitably as possible, to Building, Electrical, Plumbing, Heating Inspectors, and others required to maintain an Act 54 certification within the 3-year cycle. Employees may attend employer-paid accredited seminars/classes on the employee's own time. The cost of required classes/seminars and membership fees for employees currently serving as Act 54 inspectors shall be paid by the City.

**D. DRINKING WATER OPERATOR CERTIFICATION**

Except as limited herein, outside maintenance employees who on March 12, 2001 already have an "S" certification under the MDEQ Drinking Water Operator requirements may be allowed paid release time to attend available classes to obtain the required continued education to renew their current "s" certification. Release time may be denied by a Director if the employee's absence will cause a difficulty or hardship for the department. Such release time shall not exceed 24 hours in a three year period for any individual, and shall not, under any circumstances, result in overtime being paid to any individual which would not have otherwise been paid. Any further classes that are necessary to renew an employee's current certification, or further classes to receive a new certification, shall be taken on the employee's own time and without any paid release time.

**ARTICLE 36**

**SAVINGS AND ZIPPER CLAUSE**

**A. SAVINGS CLAUSE**

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 Supplements

thereto 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.

**B. ZIPPER CLAUSE**

There are no understandings or agreements which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this agreement or letter of understanding signed by both parties.

**ARTICLE 37  
DURATION AND TERMINATION**

This Agreement constitutes the entire Agreement between the parties and shall remain in full force from and after the date hereto until December 31, 2012.

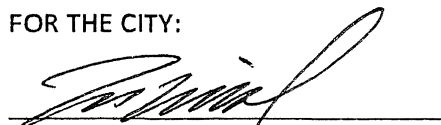
Either party shall give written notice to the other party sixty (60) days prior to December 31, 2012, of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

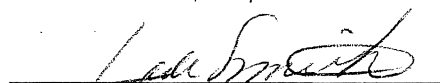
Notice of desire to modify the Contract shall serve as notice to terminate the Contract. Upon receiving such notice, the other party shall, within twenty-one (21) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement.

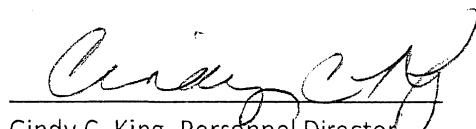
Failure to reach an Agreement within the sixty (60) day period shall terminate the Agreement unless the parties mutually agree, in writing, to extend the Agreement. The terms of the Agreement to extend shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 29 day of April, 2010.

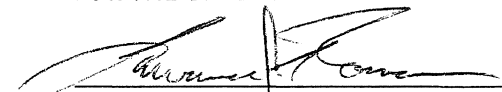
**FOR THE CITY:**

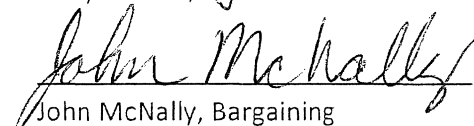
  
William R. Wild, Mayor

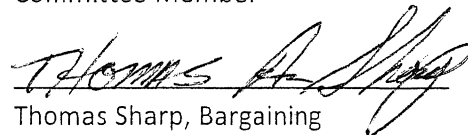
  
Jade M. Smith, Deputy Mayor

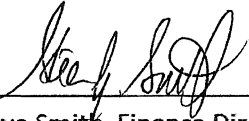
  
Cindy C. King, Personnel Director

**FOR THE UNION:**

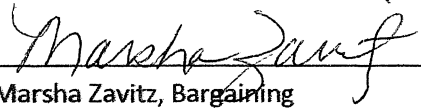
  
Larry Roman, Local 1602 President

  
John McNally, Bargaining  
Committee Member

  
Thomas Sharp, Bargaining  
Committee Member

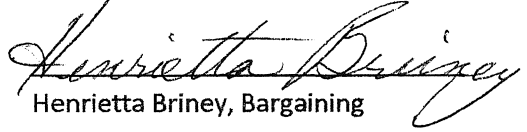


Steve Smith, Finance Director



Marsha Zavitz, Bargaining

Committee Member

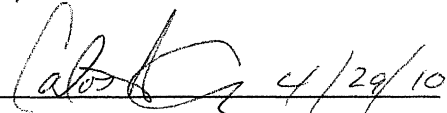


Henrietta Briney, Bargaining

Committee Member



Jeanette DiFlorio, AFSCME Council 25



Carlos Cross, AFSCME Council 25



## APPENDIX A - Pay Scales/Classifications

### Old Classification

### New Classification

#### CLERICAL:

Reception/Switchboard	Records Clerk/Keyboard	C1
Housing Tech	Housing Specialist	C1
Housing Specialist	Housing Specialist	C1
Account Clerk 1	Account Clerk/Keyboard	C1
Cashier	Account Clerk/Keyboard	C1
Sec 1	Secretary	C1
Police Records Clerk	Record Clerk/Keyboard	C1
Human Resources	Records Clerk/Keyboard	C1
Head Cashier	Account Clerk/Keyboard	C1
Acct Clerk 2	Account Clerk/Keyboard	C1
Sr. Police Clerk	Records Clerk/Keyboard	C1
Data Entry Oper	Account Clerk/Keyboard	C1
Acct Clerk Buyer	Sr. Acct Clerk	C2
Secretary 3	Sr. Secretary	C2
Acct Clk 2 (Water)	Sr. Acct Clerk	C2
Dupl Devices Oper	Doc Imaging Clerk	C2a
	Dupl Devices Oper	C2a
	Senior Housing Specialist	C2a
Computer Operator	Clerical Specialist	C3
Bookkeeping Specialist	Clerical Specialist	C3
Acct Clerk 2 (Payroll)	Sr. Acct Clerk Payroll	C3

#### MAINTENANCE:

Park Maint Person	Equip Operator	M1*
Sr. Resource Maint	Maint Person	M1
Maint Person 1	Equip Operator	M1*
Water Meter Reader	Maint Person	M1*
Stock Maint Person	Equip Operator	M1*
Water Maint Person	Equip Operator	M1
Park Maint Person 2	Equip Operator	M1*
Water Meter Maint	Equip Operator	M1*
Sewer Maint Person 2	Equip Operator	M1
Equip Oper 2	Equip Operator	M1
Hydrant Maint 2	Equip Operator	M1*
Eng Aide 1	Eng Aide	M2*
Park Maint Person 3	Sr. Equip Oper	M2
Equip Oper 3	Sr. Equip Oper	M2
Mechanic	Mechanic	M2
Water Mtr Repair Person	Sr. Equip Oper	M2*
Eng Aide	Eng Aide	M2*

**APPENDIX A  
Pay Scales/Classifications**

<u>Old Classification</u>	<u>New Classification</u>	
Crew Leader	Crew Leader	M3
Prev. Maint. Person	Prev. Maint. Pers	M4
Chief Master Mechanic	Sr. Mechanic	M4
Animal Control Off	Animal Control Off	M4*
Water Crew Leader	Water Crew Leader	M4
Eng Aide 3	Sr. Eng Aide	M4*
Eng Aide 4	Chief Eng Aide	M5*

**BUILDING:**

Code Enforcement Off	Code Enforcement	B1*
Inspectors -Bldg Dept	Inspector	B2*
Plan Examiner	Plan Examiner	B3*
Chief Insp -Bldg Dept	Chief Inspector	B3*

\*CDL NOT REQUIRED

**Max Pay Rates:**

	1/1/09	1/1/10	1/1/11	1/1/12
(35 hrs)				
C1	21.23	21.23	21.44	21.76
C2	21.74	21.74	21.96	22.29
C2a	23.00	23.00	23.23	23.58
C3	24.24	24.24	24.48	24.85
(40 hrs)				
M1	21.74	21.74	21.96	22.29
M2	22.63	22.63	22.86	23.20
M3	22.98	22.98	23.21	23.56
M4	23.62	23.62	23.86	24.22
M5	24.36	24.36	24.60	24.97
(37.5 hrs)				
B1	25.09	25.09	25.34	25.72
B2	27.02	27.02	27.29	27.70
B3	27.83	27.83	28.11	28.53

**Salary progression:**

Regular:

70% of the maximum during the first twelve (12) months of employment

75% of the maximum at first year of employment

80% of the maximum after second year of employment

85% of the maximum after third year of employment

90% of the maximum after four years of employment

100% of the maximum after five years of employment

Those w/req certifications:

Start = 90%

6 months=95%

1 year = 100%

**APPENDIX B**  
**CLASSIFICATIONS REQUIRING 90-DAY TRIAL PERIODS**

- Senior Engineering Aide
- Chief Engineering Aide
- Clerical Specialists
- Plan Examiner

APPENDIX C

OVERTIME PROCEDURE

**WATER**

Crew Leader  
Water Crew Leader  
Water M1  
Water M2  
Hydrant M1  
Sewer Crew Leader  
Sewer M1  
Sewer M2

Equip Oper M2  
Water M2  
Water M1  
Water Crew Leader  
Hydrant M1  
Sewer M2  
Sewer Crew Leader  
Sewer M1

Equip M1  
Water M1  
Water M2  
Water Crew Leader  
Hydrant M1  
Sewer M1  
Sewer M2  
Sewer Crew Leader

4th Person  
Water Low OT  
Hydrant Low OT  
Sewer Low OT  
Meter Low OT

Meters OT

Staking  
Stakers  
Meter Repair  
Meter Repair

**SEWER**

Crew Leader  
Sewer Crew Leader  
Sewer M1  
Sewer M2  
Water Crew Leader  
Water M1  
Water M2  
Hydrant M1

Equip Oper M2  
Sewer M2  
Sewer Crew Leader  
Sewer M1  
Water M2  
Water Crew Leader  
Water M1  
Hydrant M1

Equip M1  
Sewer M1  
Sewer M2  
Sewer Crew Leader  
Hydrant M1  
Water M1  
Water M2  
Water Crew Leader

4<sup>th</sup> Person  
Sewer Low OT  
Water Low OT  
Hydrant Low OT  
Meter Low OT

Meter Repair  
Meter Repair  
Stakers  
Meter Reader

**HYDRANT**

Hydrant  
Hydrant M1  
Water Low OT  
Sewer Low OT  
Meter Low OT  
C&M Low OT

Equip Oper M2  
Water M2  
Water Crew Leader  
Water M1  
Sewer M2  
Sewer Crew Leader  
Sewer M1

Crew Leader  
Water Crew Leader  
Water M1  
Water M2  
Hydrant M1  
Sewer Crew Leader  
Sewer M1  
Sewer M2

4<sup>th</sup> Person  
Hydrant Low OT  
Water Low OT  
Sewer Lot OT  
Meter Low OT

Meter Reading  
Meter Reader  
Meter Repair  
Stakers

APPENDIX D

3/16/10 - 4:45 PM

*Note: Open issue re: possibility of  
Voluntary Retirees being paid off prior to date of retirement*

LETTER OF UNDERSTANDING

between

CITY OF WESTLAND

and

AFSCME COUNCIL 25 and LOCAL 1602

"Generic Time"

TA  
3/16/10

The City of Westland, AFSCME Council 25 and AFSCME Local 1602 hereby agree as follows:

1. The City of Westland ("City" hereafter) is offering employees the option of buying years of generic time to obtain the required years of credited service and to provide for a retirement opportunity for employees under the terms and conditions below.
2. AFSCME Council 25 and AFSCME Local 1602 ("Union" hereafter) has agreed to these terms and conditions to purchase years of generic time by eligible members of the bargaining unit.
3. The City and the Union agree that any bargaining unit member who has either (1) at least twenty (20) years of pension service credit as of September 30, 2011 regardless of age; (2) at least ten (10) years of pension service credit as of September 30, 2011 and be at least fifty-five (55) years old; or (3) at least eight (8) years of pension service credit as of September 30, 2011 and be at least sixty (60) years old; shall be allowed to accept this proposal by **April 30, 2010** and shall be eligible to retire with the following terms and conditions:
  - a. Employees shall be allowed to purchase up to five (5) years of credited service (generic time) by paying five percent (5%) of last year's pension eligible wages per year purchased. These wages include overtime, cross-training bonus, longevity, vacation and the employee's base wages.
  - b. The employee may receive up to five (5) additional years of pension service credit to achieve a maximum of 25 years of credited service or a maximum of 15 years of credited service, as the case may be, to achieve the requirements of paragraph #3 above. Employees with at least eight (8) years of pension service credit and who are at least sixty (60) years old may also receive up to five (5) additional years of pension service, to achieve the requirements of paragraph #3 above.
  - c. The employee must be eligible to retire no later than September 30, 2011.
  - d. Employees who do not have the minimum years to retire prior to June 30, 2010 must retire on the first day he/she is eligible to retire, after receiving the purchased service credit. Employees who have the minimum years to retire as stated in paragraph #3 above shall have until June 30, 2010 to retire after receiving the purchased service credit.

SJS  
T/A  
3/16/10



3/19/10

- e. For purposes of calculating the employee's Final Average Compensation (FAC), the employee shall have their last year's wages increased by the amount they received as payment for any unused vacation time **or any unused vacation time that is used to purchase generic time** that is in the employee's vacation bank.
- f. The employee must sign a form acceptable to the City and Union releasing the City and Union and their officials from all legal claims (**not including claims for workers' compensation**) through the date of signing the agreement.
- g. The employee's election to voluntarily retire no later than September 30, 2011 shall be irrevocable. Nothing in this agreement modifies the City's right to discharge an employee for just cause as defined by the collective bargaining agreement prior to this retirement date. The Union and employee retain the right to challenge such discharge through the grievance procedure, including arbitration.
- h. Employees shall be permitted to use their unused sick/vacation banks, on a pre-tax basis if allowed by the IRS, to purchase years of generic time. The employee must waive any right to payment from the City for any unused sick or vacation time that is used to purchase years of generic time. The employee shall receive payment for any remaining hours in his/her sick or vacation banks that is not used to purchase years of generic time.
- i. An eligible employee must elect by **April 30, 2010** to purchase generic time and retire under this proposal. Eligible employees electing to participate by **April 30, 2010** shall receive retiree medical benefits in accordance with the bargaining agreement from January 1, 2004 through December 31, 2008. Purchased generic time shall not be considered service time for purposes of retiree medical insurance provided by the City.

4. This Letter of Understanding will take effect only upon written approval of MERS, the AFSCME Local 1602 local membership and the Westland City Council.

Date: 3/19/10

FOR THE UNION:

[Signature]  
[Signature]  
Marshe Zant  
John P. [Signature]

IA 3-19-10

FOR THE CITY:

[Signature]  
[Signature]  
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IA SWS 3/19/10





**APPENDIX E**

**City of Westland**

**BCBS - PPO Plan 1**

Medical and Rx Benefits Summary

In-Network	Out-of-Network
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**Member's responsibility (deductibles, copays and dollar maximums)**

**Note:** Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductibles</b>	None	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
<b>Copays</b> • Fixed dollar copays	• \$10 copay for office visits • \$50 copay for emergency room visits	\$50 copay for emergency room visits
• Percent copays  <b>Note:</b> Copays apply once the deductible has been met.	50% of approved amount for private duty nursing	• 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services
<b>Copay dollar maximums</b> • Percent copay maximums - includes general medical only - <b>excludes</b> fixed dollar copays and mental health care, substance abuse treatment and private duty nursing percent copays	Not Applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
<b>Dollar Maximums</b>	\$1 million lifetime maximum per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime maximum per member for all other covered services and as noted for individual services	

**Preventative care services - \*Payment for preventative services is limited to a combined maximum of \$1,000 per member per calendar year**

Health maintenance exam - includes chest x-ray, EKG and select lab procedures	Covered - 100%*, one per calendar year	Not covered
Gynecological exam	Covered - 100%*, one per calendar year	Not covered
Pap smear screening - laboratory and pathology services	Covered - 100%*, one per calendar year	Not covered
Well-baby and child care	Covered - 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM <b>Note:</b> Immunizations for travel to foreign countries are not covered.	Covered - 100%*	Not covered
Fecal occult blood screening	Covered - 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered - 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered - 100%*, one per calendar year	Not covered

**Screening mammography**

Routine mammogram and related reading	Covered - 100%	Covered - 80% after deductible <b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year	



In-Network	Out-of-Network
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**Physician office services**

Office visits	Covered - \$10 copay per office visit	Covered - 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered - 100%	Covered - 80% after deductible, must be medically necessary
Office consultations	Covered - \$10 copay per office visit	Covered - 80% after deductible, must be medically necessary
Urgent care visits	Covered - \$10 copay per office visit	Covered - 80% after deductible, must be medically necessary

**Emergency medical care**

Hospital emergency room	Covered - \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered - \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	Covered - 100%	Covered - 100%

**Diagnostic services**

Laboratory and pathology services	Covered - 100%	Covered - 80% after deductible
Diagnostic tests and x-rays	Covered - 100%	Covered - 80% after deductible
Therapeutic radiology	Covered - 100%	Covered - 80% after deductible

**Maternity services provided by a physician**

Prenatal and postnatal care	Covered - 100%	Covered - 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered - 100%	Covered - 80% after deductible
	Includes delivery provided by a certified nurse midwife	

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	Covered - 100%	Covered - 80% after deductible
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Unlimited days	
Inpatient consultations	Covered - 100%	Covered - 80% after deductible
Chemotherapy	Covered - 100%	Covered - 80% after deductible

**Alternative to hospital care**

Skilled nursing care	Covered - 100%	Covered - 100%
	Up to 120 days per member per calendar year	
Hospice care	Covered - 100%	Covered - 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care - must be medically necessary	Covered - 100%	Covered - 100%
Home infusion therapy - must be medically necessary	Covered - 100%	Covered - 100%

**Surgical services**

Surgery - includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered - 100%	Covered - 80% after deductible
Presurgical consultations	Covered - 100%	Covered - 80% after deductible
Colonoscopy - routine or medically necessary	Covered - 100%	Covered - 80% after deductible
	<b>Note:</b> Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	<b>Note:</b> Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.
	One per member per calendar year	
Voluntary sterilization	Covered - 100%	Covered - 80% after deductible



In-Network	Out-of-Network
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#### Human organ transplants

Specified human organ transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100% Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	Covered - in designated facilities <b>only</b>
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100%	Covered - 80% after deductible
Specified oncology clinical trials	Covered - 100%	Covered - 80% after deductible
Kidneys, cornea and skin transplants	Covered - 100%	Covered - 80% after deductible

#### Mental health care and substance abuse treatment

Inpatient mental health care	Covered - 100%	Covered - 80% after deductible Unlimited days
Inpatient substance abuse treatment	Covered - 100%	Covered - 80% after deductible Unlimited days
Outpatient mental health care • Facility and clinic • Physician's office	Covered - 100% Covered - 100%	Covered - 80% after deductible Covered - 80% after deductible
Outpatient substance abuse treatment - in approved facilities <b>only</b>	Covered - 100%	Covered - 80% after deductible

#### Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered - 100%	Covered - 80% after deductible
Allergy testing and therapy	Covered - 100%	Covered - 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered - \$10 copay per office visit Up to a <b>combined</b> maximum of 24 visits per member per calendar year	Covered - 80% after deductible
Outpatient physical, speech and occupational therapy	Covered - 100%	Covered - 80% after deductible Limited to a <b>combined</b> maximum of 60 visits per member per calendar year
Durable medical equipment	Covered - 100%	Covered - 100%
Prosthetic and orthotic appliances	Covered - 100%	Covered - 100%
Private duty nursing	Covered - 50%	Covered - 50%
Prescription drugs	Not covered	Not covered

#### Prescription Drugs Covered

Federal Legend Drugs	Covered - 100% less copay	Covered - 75% less copay
State-controlled Drugs	Covered - 100% less copay	Covered - 75% less copay
Needles and Syringes - dispensed with insulin	Covered - 100% less copay for insulin	Covered - 75% less copay for insulin
Mail Order Prescription Drugs - up to 90-day supply	Covered - 100% less copay	Not Covered

#### Prescription Drug Copays

Fixed Dollar Copay	\$10 for each prescription	\$10 for each prescription
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs	\$10 for each prescription	Not Applicable



**APPENDIX F**

**City of Westland**

**BCBS - PPO Plan 2**

Medical and Rx Benefits Summary

In-Network	Out-of-Network
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**Member's responsibility (deductibles, copays and dollar maximums)**

**Note:** Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductibles</b>	\$100 for one member, \$200 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Deductible waived if service is performed in a PPO physician's office.	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b> • Fixed dollar copays	• \$10 copay for office visits • \$50 copay for emergency room visits	\$50 copay for emergency room visits
• Percent copays  <b>Note:</b> Copays apply once the deductible has been met.	• 50% of approved amount for private duty nursing • 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office)	• 50% of approved amount for private duty nursing • 30% of approved amount for most other covered services
<b>Copay dollar maximums</b> • Percent copay maximums - includes general medical only - <b>excludes</b> fixed dollar copays and mental health care, substance abuse treatment and private duty nursing percent copays	\$500 for one member, \$1,000 for two or more members each calendar year	\$1,500 for one member, \$3,000 for two or more members each calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Dollar Maximums</b>	\$1 million lifetime maximum per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime maximum per member for all other covered services and as noted for individual services	

**Preventative care services** - \*Payment for preventive services is limited to a **combined** maximum of \$1,000 per member per calendar year

Health maintenance exam - includes chest x-ray, EKG and select lab procedures	Covered - 100%*, one per calendar year	Not covered
Gynecological exam	Covered - 100%*, one per calendar year	Not covered
Pap smear screening - laboratory and pathology services	Covered - 100%*, one per calendar year	Not covered
Well-baby and child care	Covered - 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM <b>Note:</b> Immunizations for travel to foreign countries are not covered.	Covered - 100%*	Not covered
Fecal occult blood screening	Covered - 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered - 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered - 100%*, one per calendar year	Not covered

**Screening mammography**

Routine mammogram and related reading	Covered - 100%	Covered - 70% after deductible <b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
One per member per calendar year		





In-Network	Out-of-Network
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**Human organ transplants**

Specified human organ transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100% Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	Covered - in designated facilities <b>only</b>
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 90% after deductible	Covered - 70% after deductible
Specified oncology clinical trials	Covered - 90% after deductible	Covered - 70% after deductible
Kidneys, cornea and skin transplants	Covered - 90% after deductible	Covered - 70% after deductible

**Mental health care and substance abuse treatment**

Inpatient mental health care	Covered - 90% after deductible Unlimited days	Covered - 70% after deductible
Inpatient substance abuse treatment	Covered - 90% after deductible Unlimited days	Covered - 70% after deductible
Outpatient mental health care • Facility and clinic • Physician's office	Covered - 90% after deductible Covered - 90% after deductible	Covered - 70% after deductible Covered - 70% after deductible
Outpatient substance abuse treatment - in approved facilities <b>only</b>	Covered - 90% after deductible	Covered - 70% after deductible

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered - 90% after deductible	Covered - 70% after deductible
Allergy testing and therapy	Covered - 100%	Covered - 70% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered - \$10 copay per office visit Up to a <b>combined</b> maximum of 24 visits per member per calendar year	Covered - 70% after deductible
Outpatient physical, speech and occupational therapy	Covered - 90% after deductible Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	Covered - 70% after deductible
Durable medical equipment	Covered - 90% after deductible	Covered - 90% after deductible
Prosthetic and orthotic appliances	Covered - 90% after deductible	Covered - 90% after deductible
Private duty nursing	Covered - 50% after deductible	Covered - 50% after deductible
Prescription drugs	Not covered	Not covered

**Prescription Drugs Covered**

Federal Legend Drugs	Covered - 100% less copay	Covered - 75% less copay
State-controlled Drugs	Covered - 100% less copay	Covered - 75% less copay
Needles and Syringes - dispensed with insulin	Covered - 100% less copay for insulin	Covered - 75% less copay for insulin
Mail Order Prescription Drugs - up to 90-day supply	Covered - 100% less copay	Not Covered

**Prescription Drug Copays**

Fixed Dollar Copay	\$10 for each prescription	\$10 for each prescription
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs	\$10 for each prescription	Not Applicable

