

8930

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Representing Mayor Robert J. Thomas

12/31/93

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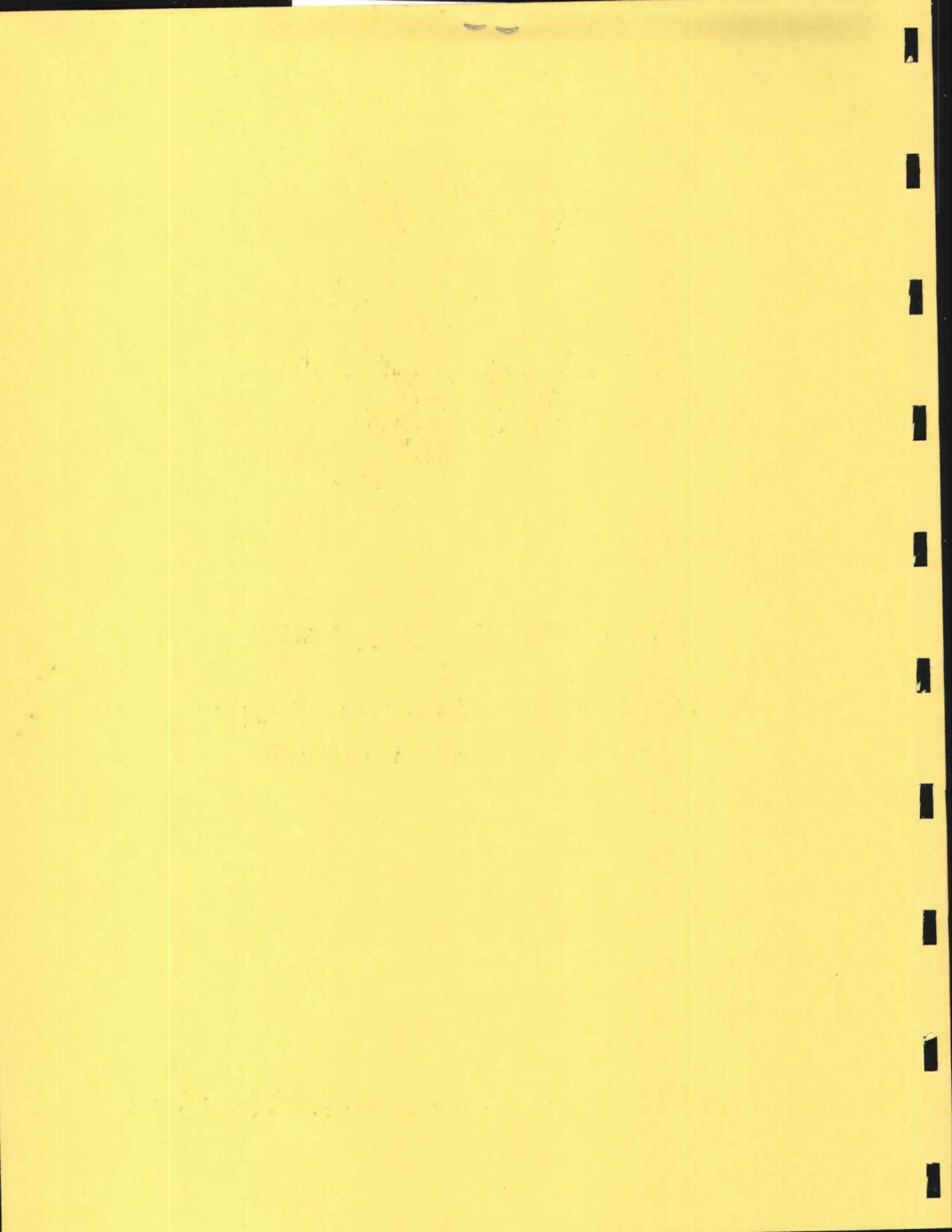


**CITY OF WESTLAND
and
EMPLOYEES LOCAL 1602
UNION AGREEMENT**

Westland, City of

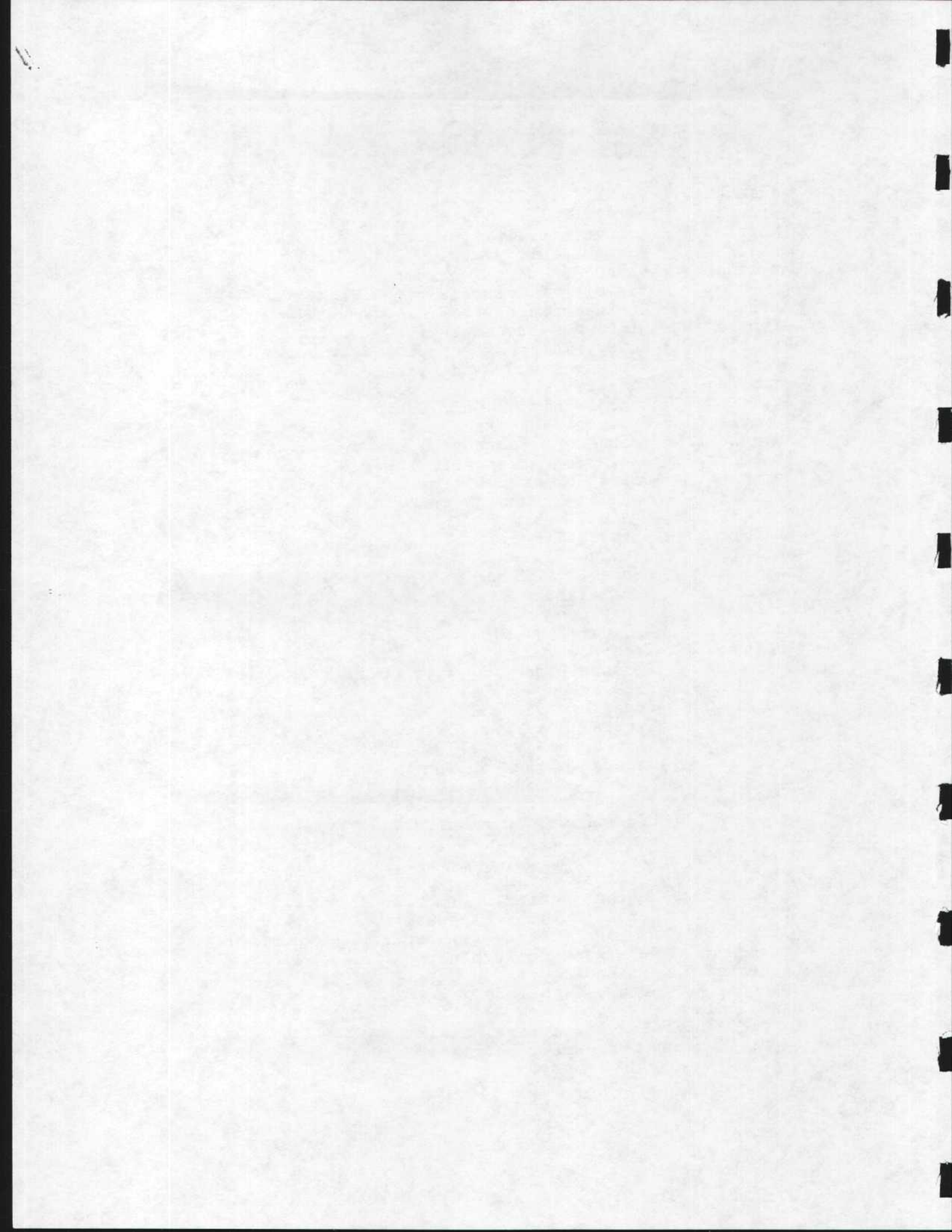
LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

January 1, 1990 - December 31, 1993



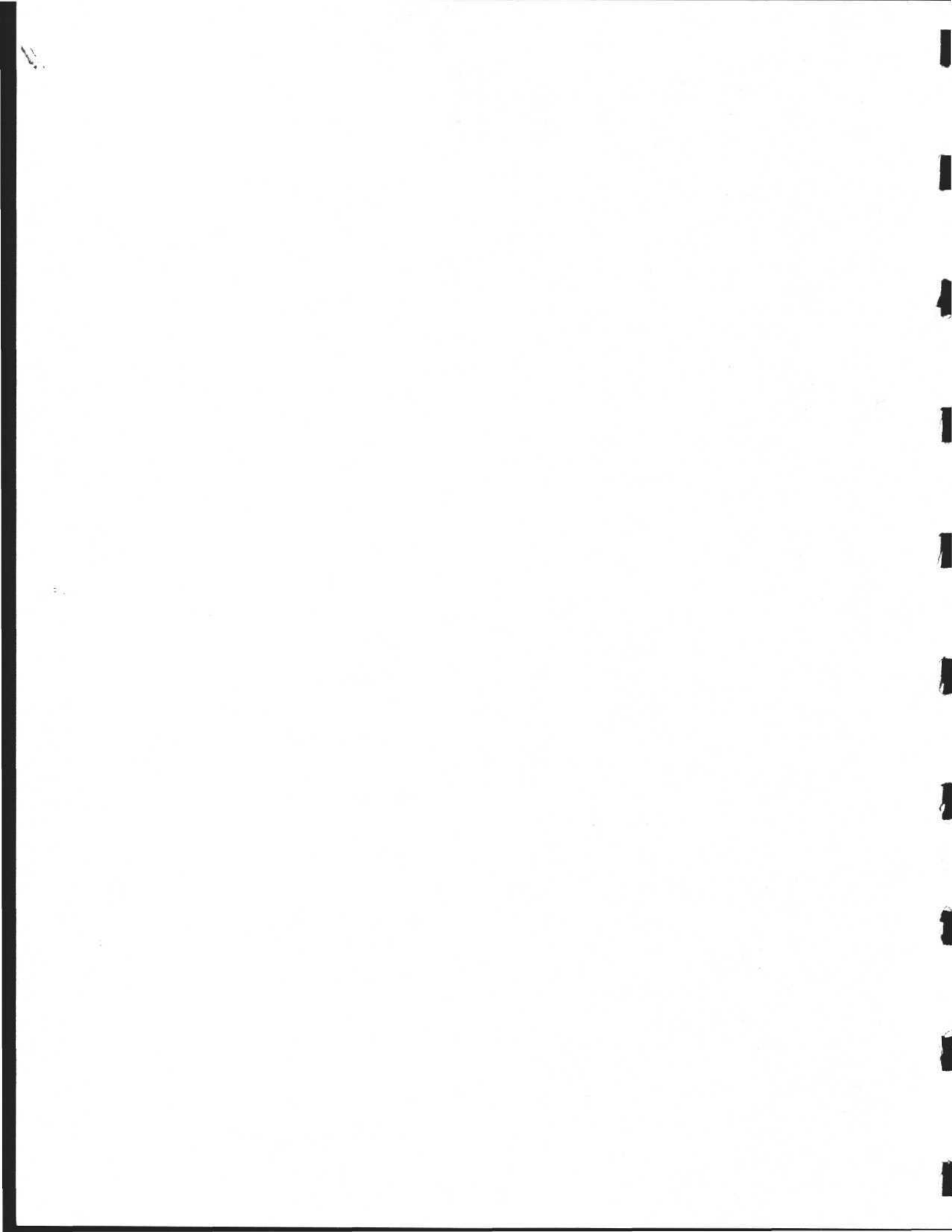
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Collective Bargaining Agreement Between
the City of Westland and AFSCME Local 1602

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 1990, 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 cost 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.

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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 provision of Act 78 of the Public Acts of Michigan of 1935 as amended, and all supervisors as defined in the Act and the Federal N.L.R.A.

ARTICLE 2

UNION SECURITY

REQUIREMENT OF UNION MEMBERSHIP

To the extent that the laws of the State of Michigan permits, 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 this 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.

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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 with 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

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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.

ARTICLE 4

REPRESENTATION

A. BARGAINING COMMITTEE

The employees shall be represented by a bargaining committee of not less than three (3) nor more than five (5) members. The Local's President shall be one of the five (5) 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) shall be selected from any represented area as defined in Section C below and no more than two (2) shall be selected from any on Division. This restriction shall not apply to the election of the Local President.

This Bargaining Committee shall be charged with the duty of negotiating contracts and shall be subject to the

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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.

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

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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 may 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.

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ARTICLE 5

GRIEVANCE PROCEDURE

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

SECTION 1

STEP 1

Any employee who feels aggrieved may present his grievance to his immediate supervisor or he may request his supervisor to get his steward; in such event the supervisor will get the steward without undue delay.

STEP 2

If the discussion between the employee, steward and employee's immediate supervisor fails to settle the matter, the grievance may be presented by the steward to the Department Head within two (2) working days after the discussion with the immediate supervisor.

The Department Head or his designated representative will, within three (3) working days, meet and discuss the grievance with the Union Steward, the Local President and the grieved employee. Within three (3) working days after such meeting, the Department Head or his designated representative shall answer the grievance in writing to the Union Steward with copies to the Local President, Union Secretary and the grieved employee.

STEP 3

If the grievance is still unsettled, the Union may appeal the grievance to the City's Director of Labor Relations within three (3) working days of receipt of the Department Head's answer. The Labor Relation Director shall, within three (3) working days of such appeal, meet with the proper representatives of the Union, not to exceed two (2), and the grieved employee, if requested by either party. Upon request, the Union may have additional witnesses. The request will not be denied without just cause. The City may have the Department Head or designated Director of Labor Relations shall give his written disposition of the grievance within five (5) working days after the meeting to the Local

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President with copies to the Union Steward, Union Secretary, the grieved employee and Council No. 25.

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. 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 American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the 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 power 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 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 its 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

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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

Time limits between the various steps may be waived and/or extended by mutual written agreement.

ARTICLE 6

NO STRIKE - NO LOCK OUT

A. The Union agrees that there will be no "strike" during the terms 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

DISCHARGE AND DISCIPLINE

A. It is agreed that the maintenance of discipline is essential to the satisfactory operation of all departments. The Employer agrees that in carrying out this function it will:

1. REPRIMAND OR LAYOFF

Any employee subject to an official reprimand, written or oral, or subject to a disciplinary layoff, suspension, or

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discharge, may request the presence of his steward to discuss the case in an area designated by the City before he is required to leave the property of the Employer. (This may be waived if the employee's condition is such that it may endanger his life or the life and safety of his fellow employees). The steward will be called promptly. If desired, a grievance may be signed at this time.

All grievances involving disciplinary layoff, suspension or discharge shall be filed in writing within three (3) working days, exclusive of premium pay working days, after layoff, suspension or discharge is given. If the employee fails to file a grievance within this time limit, the penalty shall stand as final and binding.

All grievances involving disciplinary matters shall be processed immediately to the 2nd step of the grievance procedure.

When disciplinary action has been taken by the City against the employee, the Union, upon request to the City, shall be given a copy of the action taken.

2. USE OF PAST RECORD

In imposing disciplinary penalty on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously. (Upon request of the Union, the City shall supply copy of the Employee's disciplinary record).

ARTICLE 8

SENIORITY

A. PROBATIONARY EMPLOYEES

1. A new employee shall be a probationary employee without seniority until he has completed ninety (90) days of service. At the end of this period he shall be terminated or entered into the department-wide and unit-wide seniority list of the City as of the first day of employment, except that seasonal, temporary and part-time employees shall not acquire seniority. The City

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may discharge or transfer probationary employees at any time during this period.

A probationary employee laid off or terminated during his probationary period, but who has been rehired within ninety (90) 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.

A probationer who completes his probationary period in this manner shall be credited with ninety (90) 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 ninety (90) calendar days of his last day worked will be considered as a new employee and will begin a new probationary period.

2. 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 or former Township as provided under Section 5.9 (F, G, and H) of the City's Charter. 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:

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(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.
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 lay off 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 in accordance to Article 36).
 - 4a. 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.
 - 4b. 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.
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

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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.

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. Quits or retires
2. Is discharged and the discharge is not reversed through the grievance procedure.
3. If he is absent for five (5) days without notifying the City unless it is physically impossible for him to do so.
4. Fails to return on recall.
5. If the employee is laid off for a period of two (2)

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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. BARGAINING COMMITTEE SENIORITY

Notwithstanding their places on the department or unit-wide seniority lists, members of the Bargaining Committee 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 or seasonal position the employee is able to perform with the minimum of supervision and normal instructions given any qualified employee. 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.

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 9

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.

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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 10H, 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. Any Temporary, Seasonal, or Provisional employee whose work period goes beyond ninety (90) calendar days, shall be required to secure a monthly temporary union card from the Union in order to continue working beyond ninety (90) calendar days.

5. Any Temporary, Seasonal or Provisional employee rehired as a temporary, seasonal, or provisional employee within ninety (90) calendar days from a previous layoff shall be required to secure a monthly temporary union card from the Union upon obtaining ninety (90) calendar days, including the previous accumulation.

6. The Union is responsible for issuance of temporary Union cards. The monthly cost of such cards shall be uniform and shall not exceed the current monthly dues of seniority employees. Temporary, Seasonal, or Provisional employees shall not be assessed initiation fees or special assessments.

7. Temporary, Seasonal or Provisional employees who do not comply with the temporary Union card provisions shall be discharged upon written notice to the City by the Union.

8. Seasonal and Temporary employees will not be

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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.

9. 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.

10. 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. Supplemental employees shall not participate in any overtime assignments unless all "outside" 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. No clerical positions will be part of the supplemental work force.

C. GENERAL

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

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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 10

PROMOTIONS AND TRANSFERS

A. POSTING PERMANENT AND PROVISIONAL OPENINGS

Effective 9/1/90, when the City determines the need to fill a vacancy, it will post the opening on all the union's bulletin boards for a period of six work days. Employees classified as "clerical / inside" shall only be eligible to sign, bid and fill clerical positions and employees classified as "non-clerical / outside" shall only be eligible to sign, bid and fill non-clerical positions. Employees returning from a leave of absence shall be eligible to sign, bid, and fill postings.

B. SELECTION

B1. 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 such 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. It shall be the employees obligation to submit to the Personnel Department a letter of intent concerning a possible vacancy during the posting period.

B2. An employee may accept as many upgrade positions as the employee is eligible for. An employee may accept one (1) lateral and one (1) downgrade position in any twelve month period. Refusal of a lateral or downgrade position, or self-disqualification from a lateral or downgrade position, will constitute the employee's one lateral or downgrade position for the twelve month period. If Management disqualifies the employee from either a permanent or a provisional position, this will not constitute a successful bid. An employee who

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is involuntarily moved from their position shall still be afforded one lateral and one downgrade transfer.

B3. 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 four (4) weeks, 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-days. Nothing herein prevents the department head from testing the employees ability to perform job-related tasks during the trial period. Any employee who feels he has been denied the opportunity for promotion may protest through the grievance procedure.

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

1. The City from disqualifying an employee when lack of ability is obvious during his qualifying period.
2. The employee from declining the job when it is awarded or during his qualifying period.
3. 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.
4. 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.
5. During the trial period, the City may temporarily, not to exceed four (4) weeks, 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 10.

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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. 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. Temporary vacancies due to illness, leaves or emergency may be filled by the City for a period not to exceed thirty (30) days, or longer if mutually agreed to, by transferring any seniority employee or employees to the job.
2. Temporary vacancies due to illness or leaves exceeding a period of forty-five (45) days, providing the City has been so notified, shall be filled by the City as a provisional opening. In such cases the provision of Article 10, Section A, B and C shall apply. The Union and the City realize that any seniority employee awarded a provisional position is working in place of and instead of the seniority employee who permanently 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

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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 10, 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) days. Thereafter, negotiations shall commence, and if need be, continue for thirty (30) 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 10-A. If no agreement is reached after thirty (30) 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

Any employee accepting a position out of the bargaining unit shall retain the seniority he had at the time of acceptance. He shall not accrue seniority while out of the bargaining unit. Any employee returned to the bargaining unit shall be placed on the lowest classification in his former group classification, inside or outside, in their former department, and if he does not have the seniority to hold a position in his department he will be placed on the lowest classification in his former group classification (inside or outside) he can do in any department. Such employee may not exercise his seniority for a period of (6) months following his return to the bargaining unit. The understanding being that no one will be laid off as a result of the above.

The above shall not apply to anyone accepting a temporary assignment, not to exceed (60) days out of the bargaining unit. Anyone returning to the bargaining unit

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from a temporary assignment of sixty (60) days or less will do so with no loss of seniority and will return to their former classification.

ARTICLE 11

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 by 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. 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.

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ARTICLE 12

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

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.

3. SICK LEAVES

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.

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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 12, 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 and 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

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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 13

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. There 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

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- 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 14

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 of this Agreement hold themselves mutually responsible for cooperative enforcement of safety rules and health regulations. A committee of no more than six (6) members will consist of an equal number of Union and City representatives and will meet monthly during regular working hours for the purpose of making safety recommendations to the Personnel Director for resolution. 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 with 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.

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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 ours 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 increment of overtime work will be granted.

H. DRESS CODE

Employees working within City buildings (inside) shall be neat and clean in appearance and in the case of the male employees wear a collard, buttoned shirt with tie (non-string ties) in keeping with a business-related atmosphere. During summer hours (June 1-August 31) buttoned collar and tie will be left to the discretion of male employees.

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ARTICLE 15

MEALS

The practice of providing meals to all employees due to unusual circumstances in relation to the nature of their work will continue.

The maximum meal allowance approved by supervision will not exceed a maximum of six (\$6.00) dollars effective upon ratification. (\$7.00 January 1, 1993)

If overtime exceeds two (2) hours continuation of a regular shift, for non-clerical personnel, a employee is entitled to a meal. Clerical employees will be entitled to a meal after continuation of shift of three (3) or more hours.

If overtime exceeds five (5) hours worked for call-in overtime, an employee is entitled to a meal.

In regard to payment of overtime in such situations: If the employee eats on the job, he will be considered as working and will be paid accordingly. If he eats in an eating place, he will be considered as taking an unpaid lunch break and not paid for the time.

The City will maintain accounts at three (3) separate restaurants within the City Limits for the employees to eat their emergency meals.

ARTICLE 16

WASH-UP TIME

Normally, Department of Public Service Maintenance employees and Department of Parks and Recreation Maintenance employees working in the field shall be entitled to twenty-five (25) minutes wash-up and travel time if returning to the garage or eating away from the job site. Those returning to the garage or eating away from the job site shall not leave the job site before fifteen (15) minutes before lunch period and must be back at the job site within ten (10) minutes at the end of the lunch period. This excludes the thirty (30) minutes unpaid lunch period.

Department of Public Service Maintenance employees

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working in the Department of Public Service garage and Department of Parks and Recreation Maintenance employees working in Recreation Buildings shall be entitled to a ten (10) minute wash-up period before lunch and shall be at the job ready to work at the end of the lunch period.

Exceptions to the above may be requested and granted with the approval of the employee's immediate supervisor.

For other employees, provisions as established by Department Rules and Regulations shall continue with the understanding they will not be abused.

ARTICLE 17

FATIGUE TIME

- A. Should an employee work a shift-and-a-half or more within a continuous twenty-four (24) hour period, starting with his normal shift time he shall be released, if he desires, for a period of eight (8) hours before he is required to report to work for his next normal work day. If all and/or any part of the eight (8) hour period coincides with the employee's next normal work day, he shall suffer no loss of his straight time pay he normally earns during such period.
- B. Should an employee work four (4) hours or more any time prior to the start of his shift following a Sunday or a Holiday, he shall be permitted to be released, if he desires, for a period of eight (8) hours before he is required to report to work for his next normal work day. If all and/or any part of the eight (8) hour period coincides with the employee's next normal work day, he shall suffer no loss of his straight time pay he normally earns during such period.

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ARTICLE 18

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 and Department of Parks and Recreation Maintenance employees shall begin at 7:30 a.m. through 4:00 p.m., year-round starting and quitting time. (Note: This does not include the Meter Section of the Water and Sewer Division, Engineering Division or all clerical employees of the Departments of Parks and Recreation and Public Service). Any further changes to the established starting and quitting times are subject to good faith negotiations.

The practice of establishing summer hours for clerical employees, with the mutual consent of the individual Department Heads, employees involved and a Union representative, may continue.

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.

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C. WORK WEEK

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.

Effective April 1, 1984, employees in Local 1602 Bargaining Unit (Clerical) who are working for a 24-hour operation, due to their unique situation shall have the right to use flex-time, provided that the Employer and the employee mutually agree to said flex-time.

If the Employer and the employee cannot reach a mutual agreement on flex-time, Article 18 shall remain in full force and effect.

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.

E. SEVEN-DAY OPERATION

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.

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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.

The upgrading of Park Maintenance Man to the Park Maintenance Man 3 classification for the purpose of operating a resurfacing machine for the winter ice skating season constitutes and intra-department upgrade not arising out of a vacancy.

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.

This action does not require the posting of a position advertisement. Premium pay provisions for such operation shall apply as follows:

1. Time and one-half will be paid for the time worked over eight (8) hours a day.

2. Time and one-half will be paid for time worked over forty (40) hours in one week.

3. Time and one-half will be paid for all time worked on the sixth (6th) day of the work week.

4. Double time will be paid for all time worked on the seventh (7th) day of the work week.

5. 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.

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2. Employees working the second shift shall be paid a shift premium in addition to their regular rate of pay in the amount of forty (40) cents per hour for working the second shift.

6. 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 19
EQUALIZATION OF OVERTIME

Overtime will be rotated and equalized within the classification(s) within the various departments and the various divisions within a department.

A. All overtime or emergency call-in work in the Water and Sewer Sections shall be equalized with the Water and Sewer Sections of the Department of Public Service as follows:

1. All overtime or emergency call-in shall be worked within the required section, by low hours within the required classification, to complete required crews.
2. Within a respective section, the low hour employees within the required classification shall be called and exhausted before utilizing the low overtime employee in the same classification from the other section to complete a crew.

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3. When it is necessary to establish a crew from the other section, either Water or Sewer, the low man within the required classification shall be called, if possible.
4. For work extending beyond the end of a shift, the assigned crew shall be allowed to continue the work until completed.

B. All overtime or emergency call-in work within the Meter Section shall be equalized within the Meter Section among all classifications.

For work extending beyond the end of a shift, the assigned employee(s) shall be allowed to continue the work until completed.

C. All overtime or emergency call-in work within the Motor Pool Section will be rotated and equalized within the required classifications.

In cases of a major overhaul when overtime work is deemed necessary to complete the assignment, the employee(s) working on the major overhaul during his regular shift shall be allowed to continue the work.

D. All overtime or emergency call-in work in the Construction and Maintenance Division of the Department of Public Service shall be equalized with the Construction and Maintenance Division of the Department of Public Service as follows:

1. Overtime shall be worked across the board by low man overtime hours within all classifications.
2. Snow and ice control shall be worked with the classifications of Crew Leaders, Equipment Operator Maintenance Men III and Equipment Operator Maintenance Men II 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 man in overtime hours within the classifications of Crew Leaders, Equipment Operator Maintenance Men III and Equipment Operator Maintenance Men II shall be placed on the job.
 - a. Employees assigned overtime (snow and ice control) at the end of the regular work shift, including employees called for such assignment from fatigue time or personal leave absence, will be

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allowed to continue to work, if necessary, until midnight, at which time they will be replaced, if necessary, by low man on overtime exclusive of the employees being replaced.

b. Employees called in to work overtime (snow and ice control) will be allowed to continue work, if necessary, for a period of sixteen (16) hours at which time they will be replaced, if necessary, by low man on overtime exclusive of the employees being replaced.

c. 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.

3. Maintenance Men I will be allowed to work overtime on snow removal such as parking lots and sidewalks.
4. When an operator is needed for a road grader, vactor, grade-all, sweeper and/or back hoe for overtime work, an Equipment Operator Maintenance Man III, by low overtime hours, shall be called first. In the event it is impossible to secure a sufficient number of operators from the Equipment Operator Maintenance Men III classifications, the City will then call, by low overtime hours, Crew Leaders in the Construction and Maintenance Division of the Department of Public Service.
5. The front-end loader will be driven while out of the maintenance yard by an Equipment Operator Maintenance Man III 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 will load their own vehicles with the machine whether they are Equipment Operator Maintenance Men II or not. This operation is restricted to the yard only.

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6. If a man is placed on an assignment at the beginning of his regular shift other than snow and ice control, he shall be allowed to continue beyond the end of the shift, on overtime, in order to complete the job.
7. 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 man 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 man 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 man in overtime hours among Motor Pool Section employees.

E. 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 man 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.

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5. Job assignment to replace an assigned inspector who is not eligible to work on an overtime day, as prescribed by 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 Aides I through III and shall be offered beginning with low man in overtime hours and working on up to high man in overtime hours.
 - b. In cases where assigned man or his assigned alternate is not available for overtime on his particular job, on a particular day, that overtime shall be offered to Engineering Aides I through III beginning with low man in overtime hours and working on up to high man 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.
 - a. Where no inspector is available for overtime assignment within the Engineering Division of the Department of Public Service, the overtime or emergency call-in work will be assigned as follows:

Inspection regarding installation and repair of water mains and appurtenances:

1. Low man in overtime hours among Water Section employees shall be offered overtime first.
2. If not available from the Water Section, low man in overtime hours among Sewer Section employees.
3. If not available from the Water and Sewer Sections, low man in overtime hours among Meter Section employees.
4. If not available from the Water, Sewer or Meter Sections, low man in overtime hours among Motor Pool Section employees.

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Inspection regarding installation and repair of sewer house leads, sewer mains and appurtenances.

1. Low man in overtime hours among Sewer Section employees shall be offered overtime first.
2. If not available from the Sewer Section, low man in overtime hours among Water Section employees.
3. If not available from the Sewer and Water Sections, low man in overtime hours among Meter Section employees.
4. If not available from the Sewer, Water or Meter Sections, low man in overtime hours among Motor Pool Section employees.
5. If not available from Water and Sewer Division employees and Motor Pool Section employees, low man in overtime hours in Construction and Maintenance Division employees.

Inspection regarding installation and repair of storm sewers and appurtenances and roads, streets, highways and parking lots.

1. Low man in overtime hours among Construction and Maintenance Division employees shall be offered overtime first. It is understood that the transfer site operator will be excluded when working a different work week and work hours during transfer site operation.
2. If not available from Construction and Maintenance Division employees, low man in overtime hours among Water and Sewer Division employees.
3. If not available from Construction and Maintenance Division employees or Water and Sewer Division employees, low man in overtime hours among Motor Pool Section employees.

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8. **Field Crews:** In overtime cases where survey crews are needed the following procedures will be allowed:
 - a. Low man in overtime hours among Engineering Aides II and III shall be offered overtime first, depending on familiarization with known job. If more than one party chief is needed, the overtime shall be offered to the next Engineering Aide II or III in low overtime hours.
 - b. After the above man has been selected, the remainder of the crew shall be chosen from the Engineering Aides familiar with Field Crew procedures and beginning with low man in overtime hours working on up to high man in overtime hours, until the field crew is filled up.
 - c. Overtime on the same day and on the same job by the field crew shall be offered to the same crew that began and worked in the normal shift time and shall be noted as a continuation of shift. In cases where an Aide(s) deny the time and a full crew is needed, Step 2 above shall be followed.
9. **Other:** All other overtime shall be equalized beginning with low man in overtime hours depending on the qualifications needed for the particular job, as prescribed on job qualification sheets.
10. **Other Provisions:** In cases where eligible Engineering Aides are equal in overtime hours, the following procedures will be followed:
 - a. Highest seniority man will be offered overtime first, down to low man, depending on the qualifications needed for the particular job.
 - b. All overtime, including inspection, office or field work, shall be added together to obtain the present overtime hour status of all Engineering Aides.
11. In cases of new personnel, transferred employees or new hires (Engineering Aides only) the following procedure will be used: At the time of the effective transfer date or date of hire, all overtime hours accumulated by the existing Engineering Aides will be added together and then divided by the number of existing Aides and an average overtime hours computed. The number of

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average overtime hours will then be given to the new employee, when said new employee is eligible to work overtime.

12. Supervisory Personnel with the division shall provide space in the engineering offices for an overtime board. They will also provide daily reports on all overtime offered, among the Engineering Aides, and allow ample time for a designated representative among the Aides to keep the overtime board up to date on a daily basis.

F. Clerical overtime, including overtime necessary for boards and commission meetings, will be rotated and equalized within the required classifications, within the various division, within the department, by low overtime hours. When required classifications cannot be obtained within the division, overtime will then be rotated and equalized within the department, by low overtime hours. If it becomes necessary to go outside the department, overtime will be rotated and equalized within the required classification City-wide by low overtime hours.

If the required classification cannot be obtained, overtime shall be rotated and equalized by low overtime hours, within the Clerical Unit, City-wide.

1. For work extending beyond the end of a shift, the assigned employee(s) shall be allowed to continue the work until completed.
2. In the case of transferred employees coming into a department, an average overtime shall be computed and given to that employee.
3. In the case of new hires, an average overtime shall be computed and given to that employee when they have completed ninety (90) days of service.
4. All overtime refused is overtime charged.
5. All clerical overtime shall be equalized back to zero (0) hours on January 1 and July 1.

G. The City shall not be obligated to call nor offer overtime assignments to employees who are absent from work at the end of the regular work shift due to sick leave, annual leave, funeral leave, leave of absence, disciplinary suspension and absence without pay until the employee has returned to a regular work shift and is present in an

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eligible work status at the end thereof.

Employees will be eligible for overtime assignment when absence from work is due to personal leave, fatigue time, jury duty, union business and service day absence in accordance to the terms of this Agreement.

No grievances for compensation due to errors in overtime assignment are recognized due to employee's misrepresentation of reason for absence from work.

ARTICLE 20

SUBSTANCE ABUSE

A. ENFORCEMENT IN EAP

1. This policy shall be clearly communicated to all employees, and enforced in a non-discriminatory 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.

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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 SPECTROMITRY 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.

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E. REHABILITATION

1. 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. A 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.

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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 21

HOLIDAY PAY

The holidays, consisting of New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Columbus Day, all Primary and General Election Days, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day and Day before New Year's 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.

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- 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 22

VACATIONS

A. All employees who have one (1) year seniority will be entitled to twelve (12) working days vacation with pay, earned and credited at the rate of one (1) day per month.

A1. Employees hired after October 1, 1986, who have attained one (1) year of seniority will be entitled to ten (10) working days vacation with pay, earned and credited at the rate of five-sixths ($5/6$) of a day per month.

B. Employees with three (3) years seniority or more will be entitled to eighteen (18) working days vacation with pay, earned and credited at the rate of one and one-half ($1-1/2$) day per month.

B1. Employees hired after October 1, 1986, who have attained 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 ($1-2/3$) 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-four (24) working days vacation with pay earned and credited at the rate of two (2) days per month. Effective 1/1/91, employees with fifteen (15) years or more of service will be given twenty-five (25) working days vacation with pay earned and credited at the

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rate of 2.083 days per month. Effective 1/1/93, employees with fifteen (15) years or more of service will be given twenty-six (26) working days vacation with pay earned and credited at the rate of 2.167 days per month.

F. Full pay at the prevailing hourly rate at time of payoff for each unused day over thirty (30) on the second pay in January, provided 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 employee 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 providing 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 exception:

Effective April 1, 1984, employees with one year seniority will be allowed to take vacation in one-day increments provided approval is received at least the previous work day. Such vacation will be granted providing it does not work a hardship on the department.

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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.

Vacations in one-day increments will be limited to five (5) days per year. One-day increment will be allowed only if the employee has accumulated six (6) or more vacation days.

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 23

PERSONAL LEAVE DAYS

- A. Four (4) personal leave days will be granted 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-half (1/2) day increments. Personal leave days shall be non-cumulative.
- B. Personal leave days shall be credited to employee accounts on March 1st of each year.
- C. New employees hired in the 12 months prior to March 1 of each year will be credited with a pro-rated personal day computed by dividing the number of months worked by 12 (using the 15/16 day rule). On each March 1 thereafter the employee will be credited one full personal day for each March 1 the employee is working until the employee reaches the four (4) day maximum. Employees will be allowed to take any time caused by the proration of personal time even if the time is less than four (4) hours.

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- D. Employees hired in the period from 10/1/86 to 3/1/90 will be given immediate credit according to paragraph C. If this new schedule credits an employee's account with more personal time than previously allowed, the employee will be given the additional personal time effective with the signing of the contract.

ARTICLE 24

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
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 at time of payoff.

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.

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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.

ARTICLE 25

LONG-TERM DISABILITY

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

- A. Those employees hired before October 1, 1986, shall be covered by a long term disability program as follows:
1. Employees shall be eligible on the thirty-first (31st) 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 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. If there is a dispute between the City's doctor and the employee's doctor as to whether a subsequent illness/injury disability is related to a previous illness or injury, it will

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be settled as follows. The City's Doctor and the employee's doctor will select an appropriate doctor from the University of Michigan Hospital to make the decision. His decision shall be final.

5. 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.
 6. Base pay is to be re-computed on the employee's classification adjusted rate.
- B. Those employees hired after October 1, 1986 and after completing one full year of service, shall be covered by a long term disability program as follows:
1. Employees shall be eligible on the thirty-first (31st) calendar day of disability to be paid sixty-five (65%) percent of their base pay for the term of disability during the first year of disability.
 2. For the second year of continuous disability, the employee shall be paid sixty (60%) percent of their base pay.
 3. For the third year of continuous disability, the employee shall be paid fifty (50%) percent of their base pay.
- C. 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.
- D. 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,

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the employee involved shall reimburse the City for any LTD payments received.

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

ARTICLE 26

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, 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.

Verification of death and relationship shall be furnished by the employee upon his return to work at the request of the City.

ARTICLE 27

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.

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ARTICLE 28

INSURANCE AND PENSION

A. HOSPITALIZATION PROGRAM

Within 45 days after being hired any new employee shall be enrolled in the City's least cost health program. If the employee chooses to upgrade their coverages, he/she may do so by authorizing payroll deductions in order to pay for the difference in cost in any of the other hospitalization plans offered by the City.

All employees of the City on 4/1/90 shall be entitled to the Blue Cross / Blue Shield MVF-2 medical and surgical plan with the ML Rider, \$3.00 Deductible Prescription Drug Rider, 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 or equivalency, the plan cannot be implemented until a mutually-agreed-to insurance consultant arbitrates and rules if the plan is equivalent or better.

The City agrees to pay the full cost for Blue Cross/Blue Shield Hospitalization with the \$3.00 deductible prescription drug rider coverage equivalent to that which is currently in effect for active employees hired prior to 4/1/90 or the full cost of the M-65 Blue Cross/Blue Shield \$3.00 deductible prescription drug rider coverage for retirees hired as employees prior to 4/1/90 and their spouses provided that the retired employee is drawing a pension from the Michigan Municipal Employees Retirement System.

Employees still in the service of the City at age sixty-five (65) 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) of Medicare A and B.

Employees may employ the following options in regard to health/hospitalization coverage:

1. HOSPITALIZATION ALTERNATIVES

Employees hired prior to 4/1/90 may elect to switch to the Blue Care Network, Health Alliance Plan, or the Preferred Provider Option (PPO) program that provides the same coverage as BC/BS traditional. At the end of each benefit year,

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effective 1991, those employees on PPO, BCN or HAP shall receive a lump-sum payment of \$300. These programs can only be subscribed to when the City has its annual open enrollment period.

2. SURVIVOR HOSPITALIZATION COVERAGE PROGRAM

Those employees with a vested right in the MERS Pension system shall also have an additional option. In the event of an employee's death, his/her survivor may continue health insurance coverage as long as the spouse remains unmarried. An employee must announce their intent to exercise this option at least six months before joining the program. If the employee elects to have survivor coverage, the employee's right to a lump-sum payment is discontinued. If the employee is on Blue Cross traditional, then prior to the start of such right of coverage for the survivor, a sum of \$300 per year must be deposited with the City Treasurer by the employee. The amount of the premium to be provided by the City for survivor coverage shall be 5% of the cost of the monthly premium for each full year of service by the employee. If an employee qualifies for the F-55 rider at the time of death, their survivor will be entitled to 100% premium coverage.

An employee's surviving spouse, drawing a MERS Pension on April 1, 1990, will be eligible to have his/her current hospitalization premium paid at the current rate of 5% per year of service of the employee.

The PPO, BC/BS Traditional, Health Alliance Plan and Blue Care Network are also available to the employees and can only be subscribed to when the City has its annual open enrollment.

B. LIFE INSURANCE

1. Effective January 1, 1987, the City agrees to provide a thirty-thousand (\$30,000) dollar Life and Accidental Death and Dismemberment Insurance Policy for each employee.

2. Employees hired after October 1, 1986, will be eligible for the thirty-thousand (\$30,000) dollar Life and Accidental Death and Dismemberment Insurance Policy beginning with their ninety-first (91st) day of employment.

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C. 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 January 1, 1987, or thereafter:

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. City of Westland employment shall consist of all full time employment afforded to the City.

D. EYESIGHT PROGRAM

1. The City agrees to continue the Co-op Optical Family Eyesight Conservation Program to include A and B frame selection, single vision lenses or a choice of Kryptok or D-Seg (22mm) bifocal lenses.

2. Employees hired after October 1, 1986 will be eligible for Article 28 D-1 above beginning on their ninety-first (91st) day of continuous employment.

3. For those employees retiring after January 1, 1987, the City agrees to reimburse the employee up to a maximum of eighty-five (\$85.00) dollars for the purchase of eye glasses

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or contact lenses and/or eye examination, and up to a maximum of eighty-five (\$85.00) dollars for the retirees' 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.

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.

E. DENTAL PROGRAM

1. The City will provide the Delta Dental Program providing eight/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 after October 1, 1986, will be eligible for Article 28 E-1 above beginning on their ninety-first (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.

F. 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 twenty-four (24) months following the date of injury and 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 regular net weekly income. If the amount of Worker's Compensation would exceed the regular net 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.

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If Worker's Compensation benefits are reduced by legislation to an amount less than the current level, then (after the twenty-four (24) 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 Worker's compensation Law while he is off with a work-related injury or disability.

G. PENSION PROGRAM

The City shall meet all requirements of Act 314, Public Acts of Michigan of 1969, amended Act 427 Public Acts of Michigan of 1984 as negotiated and implemented. In the event any improvements are enacted in the above pension program, the City agrees to meet, at the request of the Union, and negotiate implementation of same.

The City will pay the full cost of the Amended Act 427 Public Acts of Michigan of 1984 Pension Program thereby ending employee contributions to this program.

The Pension Program shall consist of the B-2 plan with the following riders:

1. E, E-1, and E-2 Riders
2. F-55 Waiver

Employees retiring on or after July 1, 1990 shall be covered under the B-3 retirement plan including Riders E, E-1 and E-2 and F-55 Waiver.

ARTICLE 29

LONGEVITY PAY

Longevity pay will be paid on the first pay day in December to all employees on the payroll as of December 1st of each year subject to the following:

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- A. For employees hired prior to July 1, 1984, longevity will be paid after the employee has completed three (3) years of service.

For employees hired July 1, 1984, and thereafter, longevity will be paid after the employee has completed six (6) years of service.

Effective March 1, 1990, the Longevity rate of payment will be forty (\$40.00) dollars per year of service.

Effective March 1, 1991, the Longevity rate of payment will be forty-five (\$45.00) dollars per year of service.

ARTICLE 30

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 twenty-five (\$.25) 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 31

EDUCATIONAL TUITION

After prior approval of Personnel/Operations Director, course reimbursement will be paid to employees for tuition registration fees and related text upon successful completion of any course taken directly related to and beneficial to both the employee and the City. Completion shall mean with a passing grade or certification.

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ARTICLE 32

UNIFORMS

The City agrees to provide high quality uniforms to those employees who are assigned to "Outside" positions utilizing the 11-5 lease plan.

This program to begin after July 1, 1990.

Employees are required to wear their uniforms while on duty.

ARTICLE 33

PAY PERIOD

All employees will be paid by check every two (2) weeks (bi-weekly). 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 twenty-five (\$25.00) dollars will be paid within three (3) working days. Every effort will be made to pay shortages or more than twenty-five (\$25.00) dollars on the same shift on payday. If unable to do so, it will be paid on the following work day.

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the City of Westland and AFSCME Local 1602

ARTICLE 34

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:

1. Effective 1/1/90 7% across the board
2. Effective 1/1/91 5% across the board
3. Effective 1/1/92 3% across the board
4. Effective 1/1/93 5% across the board

ARTICLE 35

SUBCONTRACTING

Prior to subcontracting any work which has been normally and/or regularly performed by members of Local 1602, the City agrees 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 11.

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.

ARTICLE 36

CERTIFICATIONS/LICENSES

A. MECHANICS CERTIFICATION

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.

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Any mechanic, current or future, who is certified or becomes certified in all sixteen (16) repair operations (categories) shall automatically be reclassified as a Master Mechanic.

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.

The filling of current mechanic positions shall be filled under the new requirement through vacancies created by attrition.

Current mechanics shall, upon their own volition, test for certification and/or seek training or education through the tuition reimbursement provision 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. Employees who fail to have the licenses as required by 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 City will waive those requirements where legally possible until April 1st, 1992.
5. For providing instruction on the Commercial Driver's License (CDL) Program, the City will send three bargaining unit employees from the Department of Public Service to become certified to tutor employees to pass the CDL test.
6. When employees who are certified instructors for the CDL Program conduct formal training on a given day, they will be compensated at the Level 9 rate.

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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.

ARTICLE 37

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.

ARTICLE 38

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, 1993.

Either party shall give written notice to the other party sixty (60) days prior to December 31, 1993, 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.

Collective Bargaining Agreement Between
the City of Westland and AFSCME Local 1602

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 19th day of JULY, 1990.

FOR THE CITY:

P. Edward Gunther
P. Edward Gunther
Executive Assistant to Mayor

Kent Herbert
Kent Herbert, Director
Personnel & Operations

Michael Gorman
Michael Gorman, Director
Finance Department

Bruce Guertin
Bruce Guertin
C&M Superintendent

FOR THE UNION:

Yvonne Gagnon
Yvonne Gagnon, 1602 President

Ronald Keast
Ronald Keast, Bargaining
Committee Member

Robert Stark
Robert Stark, Bargaining
Committee Member

Cheryl Teter
Cheryl Teter, Bargaining
Committee Member

Theodore Williams
Theodore Williams, Bargaining
Committee Member

LETTER OF UNDERSTANDING

MULTIPURPOSE ARENA

The City of Westland and AFSCME Local 1602 agree as follows:

1. That 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. That 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. That 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 Article 35 as to any other matter.

APPENDIX A - GROUP CLASSIFICATION

PAY GRADE 1

I Receptionist/Switchboard (effective 9/1/90)
I Housing Technician/Clerk (effective 9/1/90)
I Housing Specialist
I Account Clerk 1
I Cashier
I Secretary 1
I Records Clerk

PAY GRADE 2

O Park Maintenance Person (effective 9/1/90)
O Sr. Resources Maintenance Person (effective 9/1/90)
O Maintenance Person 1 (effective 9/1/90)
I Human Resources/Insurance (effective 9/1/90)
I Duplicating Devices Operator
I Head Cashier
I Account Clerk 2
I Senior Police Clerk
I Secretary 2
I Data Entry Operator
O Water Meter Reader

PAY GRADE 3

I Account Clerk-Buyer
I Secretary 3
O Stock Maintenance Person
O Water Meter Service Person 2
O Park Maintenance Person 2
O Water Systems Maintenance Person 2
O Sanitary Systems Maintenance Person 2
O Equipment Operator 2
O Hydrant Maintenance Person

PAY GRADE 4

O Park Maintenance Person 3
O Equipment Operator 3
O Mechanic
O Preventative Maintenance Bldg & Const Service Person
O Water Meter Repair Person

PAY GRADE 5

O Engineering Aide 3
O Chief or Master Mechanic
O Crew Leader

PAY GRADE 6

O Animal Control Officer (effective 9/1/90)
O Water Crew Leader (effective 9/1/90)

PAY GRADE 7

- I Bookkeeping Specialist
- I Computer Operator

PAY GRADE 8

- O Inspectors / Building Department
- O Housing Code Inspectors

PAY GRADE 9

- O Plan Examiner
- O Engineering Aide 4
- O Chief Plumbing & Heating Inspector
- O Chief Electrical & Refrigeration Inspector

Applies to new hires after 4/1/90

=====
Starting rate = 30% of max
1 year rate = 90% of max
Full pay at two years

Employees hired prior to 4/1/90

=====
Starting rate = 90% of max
6 mo rate = 95% of max
Full pay at one year

Effective 9/1/90 all Directors having a Secretary shall have one Secretary classified as either a Secretary 2 or Secretary 3.

WAGE SCALE

APPROXIMATE

PAY GRADES		1/1/89	7%		5%		3%		5%	
			1/1/90	1/1/91	1/1/92	1/1/93				
old 1	100%	\$10.04	10.74							
	90%		9.67							
	80%		8.59							
1	100%	\$10.64	11.38	11.95	12.31	12.93				
	90%		10.24	10.76	11.08	11.64				
	80%		9.10	9.56	9.85	10.34				
old 3	100%	\$10.98	11.75							
	90%		10.58							
	80%		9.40							
2	100%	\$11.09	11.87	12.46	12.83	13.47				
	90%		10.68	11.21	11.55	12.12				
	80%		9.50	9.97	10.26	10.78				
3	100%	\$11.36	12.16	12.77	13.15	13.81				
	90%		10.94	11.49	11.84	12.43				
	80%		9.73	10.22	10.52	11.05				
4	100%	\$11.84	12.67	13.30	13.70	14.39				
	90%		11.40	11.97	12.33	12.95				
	80%		10.14	10.64	10.96	11.51				
5	100%	\$12.02	12.86	13.50	13.91	14.61				
	90%		11.57	12.15	12.52	13.15				
	80%		10.29	10.80	11.13	11.69				
6	100%	\$12.36	13.23	13.89	14.31	15.03				
	90%		11.91	12.50	12.88	13.53				
	80%		10.58	11.11	11.45	12.02				
7	100%	\$12.69	13.58	14.26	14.69	15.42				
	90%		12.22	12.83	13.22	13.88				
	80%		10.86	11.41	11.75	12.34				
8	100%	\$14.17	15.16	15.92	16.40	17.22				
	90%		13.64	14.33	14.76	15.50				
	80%		12.13	12.74	13.12	13.78				
9	100%	\$14.60	15.62	16.40	16.89	17.73				
	90%		14.06	14.76	15.20	15.96				
	80%		12.50	13.12	13.51	14.18				

APPENDIX B

CLASSIFICATIONS - Requiring 90-Day Trial Periods

ENGINEERING AIDE 3

ENGINEERING AIDE 4

BOOKKEEPING SPECIALIST

COMPUTER OPERATOR

PLAN EXAMINER