

AGREEMENT BETWEEN THE CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION



Westland, City of

July 1, 1993 - June 30, 1994

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

INDEX

	PAGE
AGREEMENT.....	2
PURPOSE & INTENT.....	2
ARTICLE 1 RECOGNITION.....	3
ARTICLE 2 MANAGEMENT RESPONSIBILITIES.....	4
ARTICLE 3 ASSOCIATION SECURITY.....	5
ARTICLE 4 ASSOCIATION ACTIVITIES.....	8
ARTICLE 5 SENIORITY.....	9
ARTICLE 6 LAYOFF.....	10
ARTICLE 7 PRINTING OF AGREEMENT.....	10
ARTICLE 8 GRIEVANCE PROCEDURE.....	11
ARTICLE 9 STRIKES AND LOCKOUTS.....	14
ARTICLE 10 SAVINGS CLAUSE.....	14
ARTICLE 11 STANDARDS AND PRACTICES.....	15
ARTICLE 12 FRINGE BENEFITS.....	17
ARTICLE 13 SUPERVISORY SALARY SCHEDULE.....	24
SUPERVISORY PAY GRADES.....	27
ARTICLE 14 DURATION AND TERMINATION.....	28
APPENDIX A CHARTER MEMBERS.....	29

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1993, between the City of Westland (hereinafter referred to as the "Employer") and the City of Westland Supervisor Association (hereinafter referred to as the "Association").

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

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment of the members of the bargaining unit and to promote orderly and peaceful relations for the mutual interest of the City of Westland and the Association.

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

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

RECOGNITION

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

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

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 2

MANAGEMENT RESPONSIBILITIES

A. CONTROL AND MANAGEMENT

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

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

B. SELECTION AND 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 for proper cause, layoff, assign, promote or transfer, to determine the hours of work, to relieve employees from duty because of the lack of work, or lack of funding, are solely the responsibilities of the City.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 3

ASSOCIATION SECURITY

A. ASSOCIATION MEMBERSHIP

1. As a condition of employment, each Supervisory employee in the Bargaining Unit on or before the 90th day after employment in the Bargaining Unit, whichever is later, and regularly thereafter, shall tender to the Association either periodic and uniformly required Association dues, or in the alternative, service fees as determined by the Association in an amount not to exceed the monthly dues. This shall not represent for matters of qualification during the employee's trial period.
2. The Employer shall provide to the Association the name of those Supervisory employees hired.

B. CHECKOFF

1. The Supervisory employee shall complete both the application for membership and the Authorization for checkoff of dues or service fees and return them to the Association's Financial Officer. Thereafter, dues or service fees and assessments as determined by the Association shall be paid monthly to the Association.
2. During the life of this Agreement and in accordance with the terms of the authorization for checkoff of dues or service fees, the Employer agrees to deduct the membership dues or service fees as determined by the Association from the pay of each Supervisory employee who executes or has executed the authorization for checkoff of dues or service fees.
3. The initial deduction for any Supervisory employee shall not begin unless the authorization for checkoff of dues or service fees and the certification of the Association's Financial Officer as to the amount of the periodic Association dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected payday.
4. All such sums deducted shall be remitted to the Financial Officer of the Association by prepaid check not later than one (1) week after deductions are made.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

5. In cases where a deduction is made which duplicated a payment already made to the Association by a Supervisory employee or where a deduction is not in accordance with the rules as determined by the Association, refunds to the Supervisory employee shall be made by the Association.
6. The Employer shall not be liable to the Association by reason of Section B of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Supervisory employee.
7. The Employer shall not, during the life of this Agreement, deduct dues or service fees from the Supervisory employees for any organization other than the Association without the Association's written permission.

C. TERMINATION FOR FAILURE TO COMPLY

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

The Association certifies that _____ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, you terminate this Supervisory employee.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

- c. The City within thirty (30) calendar days of receipt of written notification from the Association shall terminate the Supervisory employee.
2. The Association shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 4

ASSOCIATION ACTIVITIES

Employees have the right to join the Association, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations or other mutual aid purposes, to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Association representatives in the performance of these duties will be permitted to leave their assigned work and will be compensated at their regular pay for the regular day at straight time hours. This privilege is extended with the understanding that it will not be abused.

The Association will notify the City in writing, the names, titles, and effective date of the representatives selected by the Association prior to their acting in any official capacity.

The City shall recognize a bargaining committee of three (3) plus the President for the purposes of negotiating contracts and any other matters which may arise; however, there shall be no more than two (2) representatives from any one (1) department, recognizing that departmental duties may prohibit the release of two (2) representatives.

Special conferences for matters of mutual concern may be held between the Association President and the Employer, or the employee's designated representatives, upon the request of either party. Such meeting will be between the representatives of the Employer and at least two (2) representatives of the Association. Arrangements for such special conference shall be made in advance.

Upon prior request and approval, the City shall make available a suitable room for use by the Association at no charge.

Upon written request to the Labor Relations Department, an employee will be permitted to review his/her complete personnel records twice per calendar year, at the office of the Labor Relations Director, in accordance with existing laws.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 5

SENIORITY

A. PROBATIONARY EMPLOYEES

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

B. SENIORITY

Seniority is determined by an employee's period of employment as a member in the Association unless otherwise provided for in this Agreement.

C. LOSS OF SENIORITY ACCUMULATION

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

D. LOSS OF SENIORITY

Seniority shall be broken and forfeited if any employee:

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 6

LAYOFF

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

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

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

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

ARTICLE 7

PRINTING OF AGREEMENT

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

ARTICLE 8

GRIEVANCE PROCEDURE

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

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

STEP 1

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

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

STEP 2

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

STEP 3

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

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

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

- a. No grievance, verbal or written, withdrawn or dropped by the member or Association or granted by the Employer, prior to the final step of the grievance procedure, will have any precedential value. The sentence immediately above applies only to grievances resolved after the effective date of this Contract.
- b. The Association shall have the right, through its Executive Board, to file a grievance directly with the Labor Relations Director at Step 2 of the Grievance Procedure if the Executive Board and/or the Association believes that the alleged violation affects the members of the entire Association. IN such case, the Association shall be deemed to be the grievant.
- c. There shall be no reprisals of any kind by

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

administrative personnel taken against the grievant, any party in interest, or his Association representative, any member of the Executive Board, or any other participant in the procedure set forth herein by reason of such participation. No reprisals, political or otherwise shall be taken against Administrative Personnel for enforcing their rights and obligations within the context of this contract.

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 9

STRIKES AND LOCKOUTS

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

ARTICLE 10

SAVINGS CLAUSE

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 11

STANDARDS AND PRACTICES

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

1. Foremen assigned vehicles in the course of employment for on-call purposes may drive City vehicles to and from their Westland residences. Such may be allowed to a residence in an adjacent community by proper departmental authorization provided same is within a reasonable distance.
2. The Labor Relations Department shall notify the President of job openings within the Association.
3. The current uniform and cleaning program for general foremen, foremen and assistants to the superintendent will continue for the term of this Agreement.
4. If employees are required to use their personal vehicle in the course of employment, they will be reimbursed at the then current rate set by the IRS for work-related mileage other than travel to and from home.
5. It is understood and agreed that Management has the exclusive right to assign and transfer foremen and assistants to the superintendent within the same pay grade. It is further agreed that Management will notify all foremen and assistants to the superintendent to be transferred at least five (5) work days in advance of the re-assignment and transfer. It is further understood that prior notice will be waived when transfers are required due to an emergency.
6. WORK WEEK

The established work week for supervisory employees shall be thirty-five (35) hours per week, seven (7) hours per day, with the exception of Foremen and Recreation Supervisors, which shall be a forty (40) hour work week, eight (8) hours per day. The City shall have the right to adjust Foremen's starting and ending times up to a maximum of one-half (1/2) hour. Nothing in this Article shall be construed as

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

a guarantee of work.

7. LEAVES OF ABSENCE

Leaves of absence, without compensation, may be granted by the Department Director for a period of no longer than thirty (30) days, upon written request by the employee stating purpose of the leave. Request for leaves of more than thirty (30) days must be approved by the Personnel Director or the Mayor.

The employee, upon request, shall be granted a family leave to tend to the care needs of the employee's immediate family (defined as spouse, expectant children, children and parents) not to exceed six (6) months. A certificate from the appropriate physician is required.

When returning from any leave of absence, the employee shall notify the Labor Relations Department in writing at least three (3) working days before their return to work.

ARTICLE 12

FRINGE BENEFITS

A. VACATIONS

1.
 - a. One and one-half (1 1/2) work days will be credited monthly up to the employee's third anniversary date.
 - b. One and two-thirds (1 2/3) days per month from the employee's third anniversary date to the employee's seventh anniversary date.
 - c. One and three-fourths (1 3/4) days per month from the employee's seventh anniversary date to the employee's tenth anniversary date.
 - d. Two (2) days per month from the employee's tenth anniversary date.

2. All new employees hired on or after July 1, 1990, shall earn vacation credit based upon the following schedule, except any person hired on or after 7/1/90 who may have previously worked for the City and held a full-time position with the City as a member of the Mayor's Administrative Staff, Director or in a position requiring membership in the Association or Local 1602 shall not be considered as a new employee for the purposes of this provision and shall earn vacation credit per the schedule in paragraph A-1 above:
 - a. One and one quarter (1 1/4) work days per month, or 15 vacation days, will be credited for the first four (4) years of employment.
 - b. One and one half (1 2/3) work days per month, or 20 vacation days, will be credited beginning July 1st following the employee's fourth year of employment through the completion of his/her eighth (8th) year of employment.
 - c. One and three fourths (1 3/4) work days per month, or 21 vacation days, will be credited beginning July 1st following the employee's eighth (8th) year of employment through the completion of his/her tenth (10th) year of employment.
 - d. Beginning July 1 in the year following the employee's tenth (10th) year of employment, two (2) work days per month, or 24 vacation days, will be

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

credited to the employee's vacation bank.

3. All employees may accrue up to a maximum of thirty (30) days. Full pay for each unused day over thirty (30) days on the second pay in January, provided employee has taken a minimum of twelve (12) days vacation in the previous calendar year. Full pay upon termination.
4. The understanding is to limit the taking of annual leave to a minimum of one (1) calendar week. Limits may be waived by the department director.
5. 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.
6. Unscheduled vacations may 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 (2) or more employees desire unscheduled vacations at the same time, seniority will prevail.

B. SICK TIME

Three-fourths (3/4) of a day will be credited on the 1st day of each month up to a maximum of fifty (50) days. Full pay for each unused day over fifty (50) days. Full pay for each unused day over fifty (50) days at the end of the calendar year paid the second pay in January. Full pay for all days at termination.

C. LONG TERM DISABILITY

1. Each bargaining unit employee shall be covered by a Long Term Disability Program as follows:
 - a. 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 (1st) year of disability.
 - b. For the second (2nd) year of continuous disability, the employee shall be paid sixty-five percent of their base pay.
 - c. For the third (3rd) year of continuous disability, the employee shall be paid fifty-five (55%) percent of their base pay. (Base pay is to be computed on the employee's classification adjusted rates annually.)

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

- d. Employees covered under Long Term Disability shall be limited to a total of thirty-six (36) months coverage during their employment with the City of Westland.
 - e. Only one qualifying period will be required for the same re-occurring illness.
 - f. The qualifying period may be charged to the employee's sick or vacation bank, however, it may only be charged to vacation when employee's sick day bank has been reduced to seven (7) days or less.
2. Bargaining Unit employees, while drawing disability under the Long Term Disability Program, will continue to be covered by Longevity Pay, Blue Cross/Blue Shield, or the equivalent selected by the employee, and Life Insurance provided by the Employer.

During the thirty (30) day qualifying period prior to drawing benefits of the Long Term Disability, the disabled employee shall not suffer loss of any insurance benefit coverage, i.e., Blue Cross/Blue Shield, Life Insurance, etc.

3. Worker's Compensation cases shall not be covered under this Section. It is agreed that employees cannot be paid double for time lost from the job, i.e. Long Term Disability and Worker's Compensation. If, at some future date, a Worker's Compensation claims is filed and awarded for the same period of time that Long Term Disability has previously been paid, the employee involved shall reimburse the City for Long Term Disability payments received.

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

D. PERSONAL LEAVE

Four (4) non-accrual days given each July 1st for Personal Business with prior notice.

E. HOLIDAYS

The employees shall be given the same days off as the AFSCME bargaining unit.

F. FUNERAL LEAVE

In case of death in the immediate family of any employee, the employee will be granted a leave of absence

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

with pay not to exceed five (5) work days if needed.

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

Two (2) days funeral leave will be allowed for aunts and uncles of employee. This leave is not chargeable to annual or sick leave credits.

G. JURY DUTY PAY

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

H. HOSPITALIZATION

1. Except as covered under Paragraph 2 below, the City agrees to continue its current hospitalization, medical and MVF 2 Surgical Program M.L. Rider and the Blue Cross/Blue Shield Drug Rider (\$3.00) deductible, 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.
2. For all new supervisory employees hired on or after April 1, 1990, the City shall be obligated to provide only the Blue Cross/Blue Shield Preferred Provider Option (PPO), or equivalent medical insurance. In the event any such new employee elects coverage instead as is being provided by the City to those supervisory employees under Paragraph H-1 above, then each such new employee shall be responsible for paying the costs that the City may incur for the premium difference between said coverage and PPO, and shall remit payment to the City in a timely manner, as may be requested by the Finance Department from time to time so as not to impair the coverage. Failure by the employee to remit payment to the City of the difference at any time shall be deemed to be an automatic election by the employee to be covered under the provisions of the PPO.
3. The City agrees to pay the full cost for Blue Cross/Blue Shield Hospitalization (or equivalent selected by employee) with the \$3.00 Deductible

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

Prescription Drug Rider coverage for retirees and their eligible family provided that the retired employee is drawing a pension from the Michigan Municipal Employee's Retirement System.

I. DENTAL

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

J. LIFE INSURANCE

The City agrees to provide a \$30,000 Life Insurance Policy with Accidental Death and Dismemberment.

Effective May 1, 1988, the City agrees to increase the Life Insurance with Accidental Death and Dismemberment to provide a \$32,000 policy.

A \$10,000 Life Insurance Policy for retirees drawing MERS pension will be provided.

K. PENSION

1. The City shall provide a pension plan without any employee contribution effective 7/1/93 as provided in Act 427, P.A. of Michigan of 1984, as amended. The plan for all employees retiring during the term of this contract will be the B-3, FAC 3 Pension Plan with the following benefit riders: E, E-1 and E-2, plus 55f Waiver.
2. Employees shall be considered vested upon eight (8) years service with the City of Westland as a member of the Mayor's Administrative Staff, Director, or in a position requiring membership in the Association or Local 1602.

L. TUITION

After prior notification to the Labor Relations

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

Department, course reimbursement for tuition, registration fees and related texts, upon successful completion of any course taken in a field directly related to the job being performed for the City of Westland, or with prior approval of the Labor Relations Director for any other course, will be made.

M. LONGEVITY

Longevity shall be paid on the first (1st) pay in December to all employees who are on the payroll December 1st. Forty-four (\$44.00) Dollars shall be paid for each full year of seniority as of December 1st. One-twelfth (1/12) of the yearly rate is paid for each month of service past. Longevity will be computed from the employee's date of hire for any employee who has completed six years of service.

Employees retiring to draw a MERS pension will be paid longevity at a pro-rated basis at the time of retirement. The amount of longevity paid will be pro-rated on the basis of one-twelfth (1/12) of the \$44.00 for each month of service worked since the previous December 1st.

N. EYESIGHT PROGRAM

Effective June 1, 1990, the City will reimburse employees and retirees up to a maximum of \$85.00 within any two year period per eligible person(s) defined herein as an active employee, his/her dependents, retirees drawing a MERS pension and their eligible dependents, for expenses incurred in the purchase of eye glasses and/or frames, contact lenses, and/or for an eye examination; provided, however, that the paid receipts are submitted to the City's Finance Department for reimbursement within thirty (30) days from the date the expense was incurred.

O. WORKER'S COMPENSATION CLAUSE

ON-THE-JOB-INJURY:

For on-the-job injuries, each employee will be covered by the applicable Worker's Compensation Law. Furthermore, the City agrees that for a period not to exceed eighteen (18) months following the date of the on-the-job injury, to make up the difference between Worker's Compensation and the employee's current regular net weekly pay; provided however, the City will be entitled to credit and offset any monies received by the employee during that period from any other source, including but not limited to disability retirement benefits, social security benefits, pension benefits, and wages, whether full time or part time, insurance benefits, except from private insurance carriers wherein the employee has paid for and provided the premium payments themselves.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

The City reserves the right to subrogation, recoupment and recovery of any amounts paid hereunder to or on account of any employee because of injuries, loss or damage caused by some other person, firm or corporation; upon payment to or on account of the employee for said injury, loss or damage; the City shall be subrogated to the extent of such payment to all right of recovery by the employee for the loss resulting therefrom, and such right will be assigned to the City by the employee immediately upon receiving such payment.

All medical benefits and life insurance benefits will be continued during the period of disability, not to exceed two (2) years, unless otherwise provided for by the Michigan Worker's Compensation Act.

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.

In case of death, the City shall also keep in force family hospitalization benefits for one (1) year after date of death.

ARTICLE 13

SUPERVISORY SALARY SCHEDULE

A. SALARY PROGRESSION

Starting salary for new jobs or employees will be eighty-five (85%) percent of maximum budgeted rate. At one (1) year the employee will receive ninety (90%) percent of the maximum to be paid. At one and one half years the employee will receive ninety-five (95%) percent of the maximum to be paid. At two and one half years the employee will receive the maximum pay. The City at any time may increase an employee's salary.

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

B. ON CALL

1. On-call supervisory personnel shall earn forty-five (\$45.00) dollars for each week worked on a "call basis".
2. If one supervisor is assigned to "on-call" duty for both Construction and Maintenance and Water and Sewer Divisions at the same time, then he will receive "on-call" pay in accordance with Article 13, Paragraph 1 for both jobs (\$45 x 2 = \$90).
3. The Administration retains the exclusive rights, as conditions warrant, to assign more than one supervisor to "on-call" duty, in accordance with Article 13, Paragraph 1.
4. Supervisory employees called in when assigned to "on-call" duty shall be guaranteed a minimum of two (2) hours of work at time and one half. This provision shall not apply in instances of continuous overtime which is in addition to an employee's regular work day. Furthermore:
 - a. The City may assign said supervisory employees to any work available during such two hour period.
 - b. Any such employee called in and then released before having worked two (2) hours shall be

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

subject to any other recall that may occur within the same four (4) hour time period.

- c. The guarantee as to the minimum of two (2) hours call-in pay shall not apply to a recall, that is, to any employee who has been called in, released and is then recalled to return to work during, within, or before the expiration of his original two (2) hour call-in period.
- d. Should another call-in situation occur during the same two (2) hour period after said employee who was called in has been released, then the employee who was released shall be recalled and shall be obligated to return to work and to perform the task or assignment, notwithstanding the fact that the new task or assignment is different than the task or assignment for which the employee was originally called in to perform.
- e. In the event an employee does not take or accept the second call-in, then that employee shall only be paid time and one half for only those hours or fraction thereof the employee actually worked during the original call in, with no right to claim a minimum guarantee of two (2) hours if the hours worked are less.
- f. At any time the number of supervisors participating in the DPS "on-call status" falls below 6 participants for more than ten (10) weeks, then the Foreman at the Parks & Recreation Department shall participate as a DPS "call-in status" employee until the sixth DPS employee returns to the Department.

C. SHIFT PREMIUM

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

D. COMPENSATORY TIME

Compensatory time will be earned and taken at the rate of one-and-one-half hours for each hour worked over the employee's regular work week if approved by the Department Director. If compensatory time is not taken off prior to the last pay period in May, it will be paid off on the second pay day in June, or if not taken off prior to the last pay period in November, it will be paid off on the second pay in December. All compensatory time paid will be at the hourly rate of the employee at the time of accrual.

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

All time worked beyond the 2-hour call-in after midnight through 7:30 a.m. Monday thru Friday shall be paid at double time for all hours worked. An employee who workks after midnight Monday thru Friday may take up to eight hours off without pay. This provision shall remain in effect until the AFSCME bargaining unit contract is settled at which time, any provisions in the AFSCME contract for paid rest time shall apply and this paragraph shall be voided.

Compensatory time off may be requested by the employee or may be ordered taken by the Department Director, however, will be taken only at the discretion of the Department Director.

The City and the employee will be expected to give one (1) week's notice when requesting compensatory time off; however, this may be waived by mutual agreement.

E. OUT-OF-CLASS PAY

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

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

LEVEL / CLASSIFICATION	EFFECTIVE DATES			
	7-1-93	7-1-94	7-1-95	7-1-96
1. Outreach Worker	\$23,114			
2. Accountant 1 Appraiser 1 Planner 1 Rec 1/ Thera Confidential Secretary	\$26,493			
3. Recreation 2 Accountant 2 Planner 2 Programmer 2 Housing Super	\$29,838			
4. Comm Dev Specialist Econ Dev Coordinor Appraiser 2	\$31,603			
5. Foreman Asst to Superintendent	\$33,270			
6. Dpty Director General Foreman Data Processing Mgr Dpty City Clerk	\$35,469			
7. Engineering Super	\$37,382			

CITY OF WESTLAND AND WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE 14

DURATION AND TERMINATION

This agreement constitutes the entire agreement between the parties and shall remain in full force for and after the date hereof until June 30, 1994.

Either party shall give written notice to the other party sixty (60) days prior to June 30, 1994 of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

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

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

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 9th of July, 1993.

FOR THE CITY:

Robert J. Thomas
Robert J. Thomas, Mayor

Kent Herbert
Kent Herbert, Director
Personnel & Operations

FOR THE ASSOCIATION:

Theodore Williams
Theodore Williams, President

James A. Elrod
James Elrod, Vice President

Mike Brewis
Mike Brewis, Treasurer

Janice Lerg
Janice Lerg, Secretary

Ken Beebe
Ken Beebe, Member-at-Large

