

CITY OF WESTLAND

And

U.A.W. LOCAL 174

Collective Bargaining Agreement  
January 1, 2026 through  
December 31, 2031

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THIS AGREEMENT entered into this 1st day of January 2026, between the City of Westland (hereinafter referred to as the "Employer") and the City of Westland Supervisory Association, Unit of Local 174, UAW (hereinafter referred to as the "Union").

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

## 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 Union.

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

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

## ARTICLE 1 RECOGNITION

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

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

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

## 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 Directions of the Working Forces**

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

### **ARTICLE 3 UNION SECURITY**

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

#### **Authorization for Dues/Fees Deduction**

1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.
2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.
3. Deduction of dues/fees shall be remitted to the Union at the address it provides. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

5. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.
7. For those members promoting from AFSCME into UAW, the dues deduction and union membership will be immediate upon promotion. For those new hires not previously employed by the City, they must first successfully complete a 6 month probationary period.

## ARTICLE 4 UNION ACTIVITIES

### A. Union Activities

1. Employees have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations or other mutual aid purposes, to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.
2. Union representatives in the performance of these duties will be permitted to leave their assigned work and will be compensated at their regular pay for the regular day at straight time hours. This privilege is extended with the understanding that it will not be abuse.
3. The Union will notify the City in writing, the names, titles, and effective date of the representatives selected by the Union prior to their acting in any official capacity.
4. The City shall recognize a bargaining committee of three (3) plus the President for the purposes of negotiating contracts and any other matters which may arise; however, there shall be no more than two (2) representatives from any one (1) department, recognizing that departmental duties may prohibit the release of two (2) representatives.
5. Special conferences for matters of mutual concern may be held between the Unit President and the Employer, or the employee's designated representatives, upon the request of either party. Such meeting will be between the representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conference shall be made in advance.
6. Upon prior request and approval, the City shall make available a suitable room for use by the Union at no charge.

7. Upon written request to the Personnel Department, an employee will be permitted to review their complete personnel records twice per calendar year, at the office of the Chief Human Resource Officer, in accordance with existing laws.

## **ARTICLE 5 SENIORITY**

### **A. Probationary Employees**

A new employee shall be a probationary employee until they have completed 6 months of service. At the end of such period, said employee shall be terminated or entered onto the seniority list as of the beginning date of the probationary period in the Union. The City may discharge or transfer probationary employees at any time during their probationary period. Employees promoting from AFSCME will have a 6 month probationary period for purposes of determining job performance & wage progression only; not for eligibility for accruing leave time or other benefits

### **B. Seniority**

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

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

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

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

Seniority shall be broken and forfeited if any employee:

1. Quits or retires.
2. Is discharged and the discharge is not reversed through the grievance procedure.
3. If they are absent for three (3) 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.
6. Separation upon settlement covering total disability.
7. Failure to return from any leave of absence as defined in this 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) workdays 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) workdays in advance of such change.

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

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

## ARTICLE 7 PRINTING OF AGREEMENT

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

## ARTICLE 8 GRIEVANCE PROCEDURE

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

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

### Step 1

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



If the grievance is not adjusted by the Department or Division head, it shall be reduced to writing on the Union's Grievance Forms within five (5) workdays after discussion, signed by the grievied employee and Officer of the Union. The original shall be filed with the Department Head or Division Head who shall date and sign for its receipt. A copy of the grievance shall be supplied to the grievant and a copy forwarded to the Chief Human Resource Officer.

#### Step 2

In the event that the grievance is not resolved in writing within five (5) workdays after the grievance is filed with the Department or Division Head, the President of the Association may appeal the grievance to the Chief Human Resource Officer. The Chief Human Resource Officer or their designated representative shall, within ten (10) workdays of such appeal, meet with the proper representatives of the Union, including the Local Union Servicing Representative, the grievied employee and Management. The Chief Human Resource Officer or their designated representative shall give their written, dated and signed disposition of the grievance within fifteen (15) workdays after such meeting to the President of the Unit with a copy to the grievant.

#### Step 3

In the event the dispute is not settled in Step Two the Union shall have twenty (20) days in which to invoke arbitration where arbitration is required.

Arbitration may be invoked only in the following manner:

- (1) Notice to the other party within twenty (20) workdays after receipt of the disposition at Step Two of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
- (2) In the event the parties have not mutually selected an arbitrator within ten (10) workdays of the date of notification of intent to arbitrate, the Union will request a panel of seven (7) arbitrators from the Federal Mediation & Conciliation Service (FMCS). Each party will strike three (3) arbitrators and assign a numerical preference for the remainder. Each party will return their list to the FMCS, and the FMCS will notify the parties which arbitrator has been selected. The decision of the arbitrator shall be final and binding on all parties.

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 violation of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the grievant.

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

No grievance, verbal or written, withdrawn or dropped by the member or Union or granted by the Employer, prior to the final step of the grievance procedure, will have any precedential value.

The Union shall have the right, through its Executive Board, to file a grievance directly with the Chief Human Resource Officer at Step 2 of the Grievance Procedure if the Executive Board and/or the Union believes that the alleged violation affects the members of the entire Association. In such case, the Union shall be deemed to be the grievant.

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

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) workdays 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 the grievant or the Union have 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) work days prior to the date the employee or the Union first processed the grievance.

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

Past grievances, or written reprimands will not be considered as evidence in a current disciplinary action if any of the same type of infractions has not occurred within the last two years. However, any discipline that involves a suspension without pay or demotion may be considered as evidence in a current disciplinary action within four (4) years of the date of the subject discipline.

## **ARTICLE 9 STRIKES AND LOCKOUTS**

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

## **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 affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either the City of Westland or the Union, the parties shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

## **ARTICLE 11 STANDARDS AND PRACTICES**

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

1. The Chief Human Resources Director shall notify the Executive Board of the Union, in writing, of job openings within the Union.
2. Foremen assigned vehicles in the course of employment may drive City vehicles to and from their residence in Westland or within twenty miles, one way, of the DPS building and must make best effort to arrive at DPS building/emergency location within 15 minutes.
3. If employees are required to use their personal vehicle in the course of employment, they will be reimbursed at the then current rate set by the IRS for work-related mileage other than travel to and from home.
4. It is understood and agreed that Management has the exclusive right to assign and transfer Foremen within the same pay grade. It is further agreed that Management will notify all Foremen to be transferred at least five (5) work days in advance of the re-assignment and transfer. It is further understood that prior notice will be waived when transfers are required due to an emergency.
5. Supervisory employees who have driving responsibilities as part of their job description are required to have a valid driver's license appropriate for the responsibilities of the job and as such are subject to random drug testing. For DPS Foremen, the minimum requirement is a Commercial Driver License (CDL) Class B license. This license must be maintained for the duration of time the employee is assigned to the position of Foreman.
6. Management and the Union recognize the value of periodic performance evaluations in improving employee performance and correcting problem performance. Continued poor performance evaluations could lead to progressive discipline.
7. Work week and holidays - The employees shall be expected to work the same regular work schedules as the employees they regularly supervise in the AFSCME bargaining unit, except that Foremen shall work such schedules as may be determined by the Department Director. Employees shall receive the following Holidays off work, with pay: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, all Primary and General Election Days (provided the City is holding an election), Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. The Union will follow the City's policy in determining the annual holiday schedule.
8. Leaves of Absence:
  - a. Leaves of absence without compensation may be granted by the Department Director for a period no longer than thirty (30) days, upon written request by the employee stating purpose of the leave. Request for leaves of more than thirty (30) days must be approved by the Chief Human Resource Officer or the Mayor.
  - b. In compliance with the Family Medical Leave Act (FMLA), the employee, upon request, shall be granted a family leave to tend to the care needs of the employee's immediate family (defined as spouse, expectant children, children and parents). A certification from the appropriate physician is required.

- c. When returning from any leave of absence, the employee shall notify the Personnel Department in writing at least three (3) workdays before their return to work.
  - d. An employee will have the right if elected or appointed to a public office, regardless of when such election or appointment may have occurred or will occur, to be given a leave of absence for the term of their office and accrue seniority. Such individuals may return to this bargaining unit from an appointed or elected position only in the event that they are demoted from an appointed position, or they are displaced or removed due to political reasons. Similarly, Supervisory unit members who are eligible may return to the AFSCME Local 1602 bargaining unit if they are demoted or they are displaced by the return of an elected or appointed employee to the Supervisory bargaining unit.
- 9. The City may temporarily upgrade any individual to a classification covered by this Agreement for up to 60 days in any 180 day period. Any employee upgraded from the non-supervisory unit for a period of up to 60 workdays, shall be paid at an hourly rate representing up to 95% of the maximum allowed in the Agreement for that position.
- 10. The City reserves the right to publish work rules from time to time. Such rules will become effective 24 hours after publication. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.
- 11. The following Fatigue Time provisions will be followed:
  - a. Should an employee work a shift and a half or more within a continuous twenty-four (24) hour period, starting with their normal shift time they shall be released, if they desire, for a period of eight (8) hours before they are required to report to work for their next normal work day. If all or any part of the eight (8) hour period coincides with the employee's next normal workday, they shall suffer no loss of their straight time pay they normally earned during such period.
  - b. Should an employee work six (6) hours or more any time prior to the start of their shift, they shall be permitted to be released, if they desire, for a period of eight (8) hours before they are required to report to work for their next normal work day. If all or any part of the eight (8) hour period coincides with the employee's next normal workday, they shall suffer no loss of their straight time pay they normally earns during such period.
  - c. All hours worked between midnight and 4 a.m. on a regular workday shall be compensated at the rate of double the employee's regular rate of pay.
- 12. For inside supervisory employees only, there will be two (2) fifteen (15) minute relief periods; one (1) in the morning and one (1) in the afternoon. Additional relief period for any four (4) hour increments of overtime work will be granted. Relief periods shall not be taken within one (1) hour of lunch or at the end of one's shift unless management approves.

## ARTICLE 12 FRINGE BENEFITS

### A. Uniforms

Employees assigned to maintenance and building positions will be required to wear a uniform while on duty. The City will provide uniforms that it designates and will bear the cost of washing. Outside employees will be provided shirts and pants. Should temperatures warrant, outside employees will be permitted to wear, at their own cost and cleaning, shorts provided they are black or navy blue in color. Cut off jean shorts or denim is not permitted. All non-maintenance and non-building employees will receive a \$200 per year uniform allowance to be paid the first pay day in April. The General Foreman is expected to show up or assign the appropriate foreman to attend City events. At all times while on duty, foremen are expected to represent the City by dressing professionally in a mutually agreed upon uniform between management and union, with name and City logo.

### B. Tuition Reimbursement

Employees will be reimbursed up to \$3,000 in any calendar year, for tuition, lab fees, registration fees, course mandated text books, provided (1) they receive prior written approval of the Chief Human Resources Director, (2) the Finance Department verifies the City has appropriate funds to reimburse, (3) the course is taken at an accredited institution, (4) the employee successfully completes the course and obtains a passing grade, (5) the course relates to the type of work and jobs performed by employees of the City of Westland. Should an employee resign or be discharged within five (5) years of receipt of any particular tuition reimbursement, employee shall repay to the City the reimbursement(s) received as follows: termination date within twelve (12) months of receipt of reimbursement – 100%, 1-2 years – 80%, 2-3 years – 60%, 3-4 years – 40% and within 4-5 years – 20%. Employee has no obligation to reimburse any portion of tuition reimbursement upon completion of five years of service from receipt of said tuition reimbursement.

### C. Education

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

Level 1: Associate's degree (or 60 college credit hours), S-3 or S-4 Water Distribution Certification from the State of Michigan, Motor Vehicle Mechanic Certification with 1-6 certifications, CPS (Certified Playground Safety Inspector), Cisco Networking Certification, CompTIA A+, Elections Official Accreditation, Builder's license, Building Inspector license or Building Official license, Animal Control license, Passport Certification. Stipend: \$1,000

Level 2: Bachelor's degree (or 120 college credit hours), CompTIA Net+/Security+, S-2 Water Distribution Certification from the State of Michigan, Motor Vehicle Mechanic Certification with 7-14 certifications, or Housing/HUD Certification. Stipend: \$2,000

Level 3: Master's degree (or 150 college credit hours), S-1 Water Distribution Certification from the State of Michigan, Motor Vehicle Mechanic Certification with 15+ certifications, or Group Benefits Administration Certificate. Stipend: \$3,000

During the course of the contract, should a new certificate be received by an employee that is not listed here, the City will be open to discussing an LOU to add the new certification.

The education stipend is paid retroactive for the prior year from July 1st to June 30th. New certifications received during this period will be prorated as would new certifications resulting in a level change. Upon hire/promotion/retirement, a prorated portion of the education stipend will be paid on the employees first check for new hires/promotions or on the employee's final check for retirements. No proration will be done for resignations/terminations.

#### **D. Life Insurance**

The City agrees to provide a \$50,000 Life Insurance Policy with Accidental Death and Dismemberment for active employees. Employees hired prior to 1/1/2023 will be provided \$1,000 per year of service (up to a maximum of \$12,000) for retiree life insurance. No retiree life insurance for those hired after 12/31/2022.

#### **E. Dental Insurance**

##### **1. Employees**

Effective 1/1/2026, the City shall provide active employees Delta Dental insurance division 1008.

##### **2. Retirees**

For employees retiring after 1/1/2026, retirees and their spouses and eligible dependents the City shall provide 5% per full year of service to the City of Westland for the Delta Dental division 1008. The City shall not change or substitute equivalent retirement dental insurance providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.

Applicable to employees retiring after July 1, 2018, in order for the employee, spouse and/or eligible dependents to receive retiree dental benefits, the employee and/or spouse must be receiving a MERS DB pension or, for those MERS DC retirees, benefits would start the month following attainment of age 59 ½. It will be the responsibility of the MERS DC retiree to contact the Chief Human Resources Director prior to turning 59 ½ to enroll in the retiree benefits. If contact is not made at that time the retiree would have to wait until the next open enrollment period to enroll. If the retiree is currently working for the City of Westland and retires the year in which they turn 55, benefits would begin the month following retirement.

#### **F. Eyesight Program**

The City will provide all active employees, retirees after July 1, 2018, and their eligible dependents the EyeMed Plan for optical benefits. If the City decides to change the eyesight provider in the future, any employees and retirees currently covered under EyeMed will be transitioned to the mutually agreed upon new plan.

Applicable to employees retiring after July 1, 2018, in order for the employee, spouse and/or eligible dependents to receive retiree optical benefits, the employee and/or spouse must be receiving a MERS DB pension, or, for those MERS DC retirees, benefits would start the month following attainment of age 59 1/2". It will be the responsibility of the MERS DC retiree to contact the Personnel Department prior to turning 59 1/2 to enroll in the retiree benefit. If contact is not made at that time the retiree would have to wait until the next open enrollment period to enroll. If the retiree is currently working for the City of Westland and retires the year in which they turn 55, benefits would begin the month following retirement.

## **G. Funeral Leave**

Each employee shall be granted time off with pay to attend, make plans, arrangements, and travel to a funeral in accordance with the following procedure:

In the event of the death of an immediate family member, an employee shall be granted five (5) workdays off with pay. An immediate member of their family for this purpose shall be deemed to be their spouse, a parent or parent-in-law, stepparent, child, stepchild, and grandchild, son-in-law, or daughter-in-law.

For the death of a brother, sister or grandparent of the employee or their spouse, three (3) workdays will be granted. These shall not be charged to sick leave.

For the death of the employee's uncle, aunt, niece, nephew, brother-in-law, or sister-in-law, the employee shall be granted two (2) workdays off. In order to be paid for this time off, the employee must use accumulated leave in their leave banks. Use of sick leave under Article 12 G. shall not be considered the use of sick leave for determining additional vacation under Article 12 O. If Fire and/or AFSCME CBA's remove the requirement of using 2 sick days for funeral leave, this language will no longer apply to UAW.

Proof of death is required. The department shall supply a funeral leave form to be completed by the employee upon their return from funeral leave.

## **H. Long Term Disability**

1. Employee will be required to use 30 days of accumulated sick leave. Once sick leave is exhausted, employees may then use other accumulated leave. Each bargaining unit employee shall be covered by at Long Term Disability Program as follows:
  - a. Employees shall be eligible on the thirty-first (31st) consecutive calendar day of disability to be paid seventy five (75%) percent of their base pay for the term of disability during the first (1st) year of disability.
  - b. Base pay is to be computed on the employee's current classification at time of receiving LTD.
  - c. Employees covered under Long Term Disability shall be limited to a total of twelve (12) months coverage during their employment with the City of Westland. The 12 month window would begin on day 31.
  - d. Only one qualifying period will be required for the same re-occurring illness.

- e. The qualifying period may be charged to the employee's sick or vacation bank.
  - f. While an employee is on long-term disability, sick and vacation time does not accrue.
  - g. If employee is anticipated to be off work more than 3 months the City will be allowed to bring in a temporary supplemental person to fill that position. Upon return of the employee, the temporary employee will be terminated.
2. Bargaining Unit employees, while drawing disability under the Long Term Disability Program, will continue to be covered by their current healthcare plan, or the equivalent, selected by the employee, dental, vision, and Life Insurance provided by the Employer.
  3. 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., current healthcare plan, dental, vision or Life Insurance, etc. In the event that an employee does not have enough sick time or vacation time accrued to cover the 30 day qualifying period, the employee shall serve such period, or portion of the period, without pay. Employee will be responsible for making payment to the City for any missed insurance copays.
  4. Worker's Compensation cases shall not be covered under this Section. It is agreed that employees cannot be paid double for time lost from the job, i.e. Long Term Disability and Worker's Compensation. If, at some future date, a Worker's Compensation claim is filed and awarded for the same period of time that Long Term Disability has previously been paid, the employee involved shall reimburse the City for Long Term Disability payments received. The City retains the right to seek, at its cost, medical opinions no more than once every six (6) months that an employee is on long-term disability or as needed based upon reasonable suspicion (i.e. that an employee is capable of working). If a dispute shall arise concerning eligibility for LTD benefits after the City Doctor's opinion has been rendered, the following procedure shall be followed:
    - a. Within 45 days of the City's claim of ineligibility, the City shall make every effort to obtain the mutual selection by the City's Doctor and the Employee's Doctor of an appropriate Doctor to validate the injury/illness for LTD eligibility. In the event the City Doctor and the Employee's Doctor decline or otherwise are not able to make that mutual selection of a third doctor within two (2) weeks' time, the City shall select an independent doctor to decide LTD eligibility with notice to the Union and the Employee. The third doctor's decision shall be final.
    - b. In order to continue the LTD payments past the date of the City Doctor's opinion the employee must:
      - i. Request a third opinion and (2) execute a contingent repayment agreement authorizing the City, if the final determination is in the City's favor, to deduct repayment from the employee's paycheck and/or sick and vacation banks.
    - c. If repayment is required, repayment shall be made for all LTD payments paid by the City after the decision of the City Doctor has been rendered.



## I. Healthcare

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

1. The City will provide active employees the ability to select coverage under health plans that provide substantially similar ranges of premiums and coverages as the health plans being offered, as those plans may be modified by the third-party administrator of the City's self-insurance program. The health plans offered by the City shall include at least two different PPO options and a Qualified High Deductible Health Plan (QHDHP). The Union will be consulted on changes in advance of the City implementing the change. Prior to implementation, the City will form an advisory healthcare committee at the discretion of the City that will include the union president or his or her designee; the committee will be informational and advisory only and not render binding decisions. After the City implements a change, if the Union disputes that the coverages are not substantially similar, the Union may utilize the Grievance Procedure under Article 8 within 6 months of the effective date of the change; provided, the Arbitrator mutually selected will be a neutral individual or firm with experience in self-insured municipalities. Recognizing that a neutral Arbitrator may hesitate to serve as an Arbitrator, each party will waive and release claims against the Arbitrator. In determining whether coverages are substantially similar, the Arbitrator will consider old plan design versus new plan design.
2. For employees hired by the City after July 1, 2010, there shall be no retiree health care.
3. For current, active employees hired prior to July 1, 2010, the healthcare plan(s) and related cost-sharing of active employees shall be the same for the pre-Medicare retiree and/or eligible spouse upon retirement. The pre-Medicare retiree (employees who retire on or after July 1, 2014) is subject to changes in the future with respect to healthcare plans and/or cost-sharing as those changes may occur with active employees.
  - a. The parties acknowledge that this language provides that the healthcare plans for pre-Medicare retirees may change consistent with changes applicable to active employees, which could include carriers, i.e. Blue Cross, United Health, HAP, BCN, etc. and the levels of coverage, i.e. PPO-1, -2, Base, etc. The parties had different interpretations of how cost sharing ("contributions") toward healthcare by pre-Medicare retirees would be calculated.
  - b. Active employees are subject to the Michigan P.A. 152 "hard cap" option for public employee contributions toward healthcare costs and that should P.A.152 be repealed at any time in the future, the employee cost sharing in effect at the time of P.A. 152 being repealed shall remain for the active employees. In that event, cost-sharing toward healthcare shall remain in effect for the retirees.
  - c. Standard underwriting procedures and compliance with GASB 43/45 require separate premiums for active employees and retirees. Typically, retiree premiums are higher than premiums for active employees, reflecting the medical needs of older persons.

- d. This reasonable distribution of healthcare costs among the benefitting population has the effect that the retiree premium equivalent rates are higher than the premium equivalent rates of active employees as like plans, i.e. retiree PPO-1 plan compared to active employee PPO-1 plan.
- e. The standard formula for calculating the pre-Medicare retiree contributions toward healthcare as follows:
  - i. Retirees eligible for health care in retirement shall contribute toward their healthcare. Retiree contributions shall be based upon the percentage of the total retiree premium compared to the total active employee premium for the same health plan. This percentage shall be calculated using the Single Person coverage premium for active employees and pre-Medicare retirees of each of the plans offered, currently, the BCBSM PPO-1, PPO-2, Base, Value, and Qualified High Deductible Health Plans. This percentage shall be multiplied by the active employee contributions for the same plan.
  - ii. Following are four examples of how the pre-Medicare retiree's costs toward their health care would be determined using this percentage in calculating costs:

1. Example:

Active employee Base Plan, Single Person = \$ 6,918.24 per year

Hard Cap max\* 6,344.80

Active employee contribution \$ 573.44 per year

Retiree Base Plan, Single Person= \$ 7,956.00 per year

$\$7,956.00 / \$6,918.24 = 15.0\%$  difference

Retiree contribution

15.0% higher than active employee contr. \$ 659.46 per year

2. Example:

Active employee PPO-1, Single person= \$ 7,861.68 per year

Hard Cap max 6,344.80

Active employee contribution 1,516.88 per year

Retiree PPO-1, Single Person= \$ 9,040.92 per year

$\$9,040.92 / \$7,861.68 = 15.0\%$  difference

Retiree contribution

15.0% higher than active employee contr. \$ 1,744.41 per year

3. Example:

Active employee PPO-1, Family Plan = \$21,462.24 per year  
Hard Cap max 17,304.02  
Active employee contribution \$ 4,158.22 per year  
Retiree PPO-1, Family Plan= \$ 24,681.60 per year  
 $\$24,681.60 / \$21,462.24 = 15.0\%$  difference  
Retiree contribution  
15.0% higher than active employee contr. \$ 4,781.95 per year

4. Example:

Active employee Value, Single Person = \$ 6,446.52 per year  
Hard Cap max 6,344.80  
Active employee contribution \$ 101.72 per year  
Retiree Value Plan, Single Person = \$ 7,413.48 per year  
 $\$7,413.48 / \$6,446.52 = 15.0\%$  difference  
Retiree contribution  
15.0% higher than active employee  
Contribution \$ 116.98 per year

iii. Retirees shall not be required to pay any contribution toward healthcare if:

1. The annual Hard Cap amount for an active employee plan (level of coverage) exceeds the annual premium for the same retiree plan (level of coverage); or
2. The annual Hard Cap amount for an active employee plan (single person) exceeds the annual premium for active employee plan (single person), provided the retiree selects the same plan.

The pre-Medicare retiree's percentage toward healthcare shall be adjusted annually as the premiums are determined and implemented.

- f. In the future, pre-Medicare retirees will be informed in writing during the open enrollment period of any changes to their contributions based upon changes in the new premiums.
4. Once a retired employee or spouse is eligible for Medicare, the City will then provide a Health Reimbursement Arrangement (HRA) in lieu of medical insurance. Effective July 1, 2014, each year

the City shall fund the Health Reimbursement Arrangement for the retiree and/or spouse. Effective 1/1/2026 the funding will be \$4,076.53 for single and \$8,153.06 for two people. The HRA funding increases annually based on the Federal Medical C.P.I. Any increases in this amount shall be tied to the federal Medical C.P.I. and will take effect during annual open enrollment. It will be the responsibility of the retired employee and/or spouse to secure supplemental insurance. The medical coverage of a deceased retiree shall be continued for the spouse in the same manner as described above. The parties agree that the HRA is a new method for providing retiree healthcare and as such, this arrangement, including the continuance and availability of Medicare Advantage Plans may change in the future.

5. The retiree must apply for Medicare Part A and B coverage when eligible. This provision also covers employees who have already retired and their spouses as covered under Michigan Employees Retirement System.
6. In order for the eligible retiree, spouse and /or eligible dependents to receive retiree health insurance or HRA benefits, the retiree and/or surviving spouse must be receiving a MERS DB pension, or, for those MERS DC retirees, benefits would start the month following attainment of age 59 1/2. It will be the responsibility of the MERS DC retiree to contact the Personnel Department prior to turning 59 1/2 to enroll in the retiree benefit. If contact is not made at that time, the retiree would have to wait until the next open enrollment period to enroll. If the retiree is currently working for the City of Westland and retires the year in which they turn 55, benefits would begin the month following retirement.

#### **J. Mutual Gains Program**

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

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

1. For on-the-job injuries, each employee will be covered by the applicable Worker’s Compensation Law. Furthermore, the City agrees that for a period of twelve (12) months following the date of the on-the-job injury, to make up 100% of the difference between Worker’s Compensation and the employee’s current regular net weekly pay, and for the following period of six (6) months to make up 80% of the difference between Worker's Compensation and the employee's current regular net weekly pay; provided however, the City will be entitled to credit and offset any monies received by the employee during that period from any other source, including but not limited to disability retirement benefits, social security benefits, pension benefits, and wages, whether full time or part time, insurance benefits, except from private insurance carriers wherein the employee has paid for and provided the premium payments themselves.
2. The City reserves the right to subrogation, recoupment and recovery of any amounts paid hereunder to or on account of any employee because of injuries, loss or damage caused by some other person, firm or corporation; upon payment to or on account of the employee for said injury, loss or damage; the City shall be subrogated to the extent of such payment to all right of recovery by the employee for the loss resulting there from, and such right will be assigned to the City by the employee immediately upon receiving such payment.

3. All medical benefits and life insurance benefits will be continued during the period of disability, not to exceed two (2) years, unless otherwise provided for by the Michigan Worker's Compensation Act.
4. Employees off work covered by this Worker's Compensation provision shall not accrue any sick or vacation benefits after the sixth (6th) month of their disability.
5. In case of death of a non-vested employee, the City shall also keep in force medical benefits for the employee's dependents for one (1) year after date of death.

#### L. 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.

#### M. Pension

1. The City shall provide all employees hired prior to July 1, 2014 and members of the Supervisory Unit:
  - a. A pension plan as provided in Act 427, P.A. of Michigan of 1984, as amended. Except as provided in paragraph 3, below, the plan for all employees hired prior to July 1, 2010 and retiring during the term of this Agreement will be the B-4, (3 year FAC) Pension Plan with the following benefit riders: E, E-1 and E-2, F 55, F-50, V-6 and RS-50.
  - b. Employees shall be considered vested upon six (6) years of service (V-6) with the City of Westland as a member of the Mayor's Administrative Staff, Director, or in a position requiring membership in the Union or Local 1602.
  - c. Effective for persons retiring on or after January 1, 2001, the Pension Program shall also include 25 and out (eligibility to retire with twenty five years of service, regardless of age); benefit plan B-4 with a 2.8% multiplier for the first 25 years of service, and a 1% multiplier for each year of service thereafter; and riders E, E-1, E-2, F-55, FAC3, V-6, and RS-50.
2. The City shall provide all new hires hired between July 1, 2010 and June 30, 2018:
  - a. A Defined Benefit Plan as follows: 1.5% multiplier, normal retirement age of 60, 10 years vesting, 5-year Final Average Compensation (FAC).
3. The City shall provide all employees transferring or promoting into the Supervisory Unit on or after July 1, 2014:
  - a. The pension or retirement plan in which the employee was enrolled at the time of transfer or promotion into the Supervisory Unit; i.e. an employee promoting from the Local 1602 bargaining unit into the Supervisory Unit who has been enrolled in a defined benefit pension with a 2.25% pension multiplier and eight (8) year vesting, shall remain in that pension plan as their retirement program. As another example, if a Local 1602 employee promotes into the Supervisory Unit and has been enrolled in a defined contribution plan, that employee will remain in the defined contribution plan as their retirement program.

4. Effective January 1, 2023 all employees in MERS Defined Benefit Plan shall pay on a pre-tax basis five (5%) of their pensionable wages as their contribution toward their pension.
5. All employees hired after July 1, 2018 will be provided a Defined Contribution Plan wherein the employee shall pay on a pre-tax basis 6% of their pensionable wages and the employer will contribute 12% of their pensionable wages.

## N. Vacations

1. All employees shall earn vacation as follows:

Hire – 3 years	10 days	(credited at five-sixth (.833) day per month)
3 – 7 years	15 days	(credited at one and one-thirds (1.25) days per month)
7 – 10 years	20 days	(credited at one and two-thirds (1.667) days per month)
10 – 15 years	22 days	(credited at one and five-sixth (1.833) days per month)
15 – 20 years	26 days	(credited at two and one-sixth (2.167) days per month)
20+ years	27 days	(credited at two and one-fourth (2.25) days per month)

2. Full pay at the prevailing hourly rate at time of payoff for each unused day over thirty (30) on the first pay in February, provided employee has taken a minimum of five (5) days' vacation in the previous calendar year. If five (5) days of vacation are not taken during the calendar year, whatever unused portion of the five (5) days will be forfeited.
3. On the first payroll of each month, all employees will be credited their vacation hours provided they worked or used accumulated leave time for a minimum of 10 work days in the prior month. Upon termination/retirement, employee will be credited for any time earned but not credited during normal payroll processing.
4. 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.
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, provided it does not work a hardship on the department.
6. In order to be eligible for the accrual the employee must be physically working or using paid time off for a minimum of ten (10) working days per calendar month. Employees on LTD or LWOP status will not accrue time.
7. Upon retirement or death, payment will be made at a rate of 100% to the employee or his/her beneficiary of all unused vacation time. Should an employee resign in good standing, provided they've completed 8 years of service, payment will be made at a rate of 100% to the employee of all unused vacation time. Should an employee resign prior to completing 8 years of service, be terminated or resign in lieu of termination payment will be made at a rate of 50% to the employee

of all unused vacation time. Should a new employee terminate prior to completing probation, vacation time will not be paid out.

8. New employees to the City will be eligible to use accumulated vacation time after the 6 month probationary period is completed; this does not apply to employees promoting from AFSCME into UAW.

## **O. Sick Time**

The City will comply with the guidelines of the Earned Sick Time Act as outlined in the law, however, at no such point shall there be a reduction in the current hours being earned. Employees are allowed to utilize any sick time earned; no cap per ESTA.

For employees hired prior to July 1, 2014, one (1) day will be credited on the 1st day of each month up to a maximum of fifty (50) days. Employees hired on or after July 1, 2014 shall be credited with 6 hours on the 1st day of each month up to a maximum of twenty five (25) days. An absence for more than three (3) consecutive days must be supported by a doctor's signed statement. Full pay for each unused day over fifty (50) days at the end of the calendar year will be paid on the first pay in February to employees hired prior to July 1, 2014; full pay for each unused day over twenty five (25) days at the end of the calendar year will be paid on the first pay in February to employees hired on or after July 1, 2014.

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

On the first payroll of each month, all employees will be credited their sick hours provided they worked or used accumulated leave time for a minimum of 10 work days in the prior month. Employees on LTD or LWOP status will not accrue time.

Upon retirement or death, payment will be made at a rate of 100% to the employee or his/her beneficiary of all unused sick time. Should an employee resign in good standing, provided they've completed 8 years of service, payment will be made at a rate of 100% to the employee of all unused sick time. Should an employee resign prior to completing 8 years of service, be terminated or resign in lieu of termination payment will be made at a rate of 50% to the employee of all unused sick time. Should a new employee terminate prior to completing probation, sick time will not be paid out.

## **Maternity Leave**

1. Whenever an employee shall become pregnant, the employee shall furnish the City with a certificate from their physician, stating the approximate date of delivery.
2. The employee shall be permitted to work, in suitable employment, in accordance with her doctor's recommendation.
3. The employee shall be granted a Maternity Leave beginning on the date of delivery and terminating six (6) months following delivery. If there are medical complications Article 12 H applies. Once employee is medically cleared to return to work, the employee shall be required to use sick leave. Once all sick leave is exhausted, the employee must use any other accumulated

leave time, before being placed in an LWOP (leave without pay) status. The employee will be returned to their former job classification without loss of seniority.

4. Maternity leave for fathers shall be granted in accordance with the Family Medical Leave Act and must use accumulated leave time.

**P. Personal Leave**

Effective July 1, 2018, six (6) non-accrual days shall be given each January 1st for Personal Business with prior notice to the Department Director. For those employees hired mid-year, a prorated accrual will be given based on full months of service.

**Q. Communication Allowance**

The City shall provide a \$50 per month communication allowance, paid the first payroll of the month, to employees for the use of their personal cell phone for work related calls.

## **ARTICLE 13 SUPERVISORY WAGE INFORMATION**

**A. Wages Progression**

1. Starting wages for new jobs or new employees, including employees promoted from AFSCME, will be 90% of pay grade. Upon successful completion of the 6-month probationary period, the employee will move to 100% of pay grade.
2. In the event of a lateral move by any Supervisor, the step in the pay scale shall remain the same as the Supervisor was earning at the time of the transfer.
3. Should an employee promote from AFSCME and the 90% of pay grade would result in the employee receiving a lower hourly rate, the employee will remain at his/her current hourly rate for the probationary period.

**B. On Call**

1. On-call supervisory personnel shall earn one hundred (\$100.00) 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 and Parks and Recreation at the same time, then they will receive "on-call" pay in accordance with Article 13, Section B, Paragraph 1 for both jobs (\$100 x 2 = \$200).
  - a. The Engineering Supervisor shall earn \$100.00 on the first payroll of each month from April through October as compensation for their on-call status.
  - b. The I.T. Department employees shall receive \$100 per week when serving on an on-call basis.
3. The Administration retains the exclusive rights, as conditions warrant, to assign more than one supervisor to "on-call" duty, in accordance with Article 13, Section B, Paragraph 1.



4. Supervisory employees called in when assigned to “on-call” duty shall be guaranteed a minimum of two (2) hours of work at double time. This provision shall not apply in instances of continuous overtime which is in addition to an employee’s regular work day. All call-ins will be paid at this rate. Furthermore:
  - a. The City may assign said supervisory employees to any work available during such two hour period.
  - b. Any such employee called in and then released before having worked two (2) hours shall be subject to any other recall that may occur within the same two (2) hour time period.
  - c. The guarantee as to the minimum of two (2) hours call-in pay shall not apply to a recall before the expiration of their original two (2) hour call-in period.
  - d. Should another call-in situation occur during the same two (2) hour period after said employee who was called in has been released, then the employee who was released shall be recalled and shall be obligated to return to work and to perform the task or assignment, notwithstanding the fact that the new task or assignment is different than the task or assignment for which the employee was originally called in to perform.
  - e. In the event an employee does not take or accept the second call-in, then that employee shall only be paid double time for only those hours or fraction thereof the employee actually worked during the original call in, with no right to claim a minimum guarantee of two (2) hours if the hours worked are less.
  - f. All DPS Foremen will participate as a DPS “on call status employee.” Effective 1/1/2026, the Senior Resources Crew Chief will be included in the DPS on call rotation. The Crew Chief will receive out of class pay, paid at the Foreman grade in place at the time served, for only time served in an on-call basis. The Crew Chief will receive the appropriate training needed prior to starting on call rotation.
5. Foremen performing the call in procedures for AFSCME employees that do not properly follow the call in procedure outlined in the AFSCME CBA will be subject to progressive discipline.
6. The Administration retains the exclusive rights to assign two foremen to “on-call” duty in at any emergency situation determined by management. During an emergency situation, the other foreman assigned to “on-call” duty will be the foreman related to their departmental emergency.
7. In the event of a civil emergency or any other type of emergency management event, as declared in the discretion of the Mayor, all bargaining unit employees who are not on pre-scheduled vacation time or compensatory time shall be subject to mandatory call-in. Employees may be assigned to receive emergency management training at the discretion of the City. In the event of an emergency call in, employees will perform any duties that they are assigned, regardless of their classification. If an employee fails to respond to the call in due to illness, the employee will be required to supply the City with a doctor's certification of illness. In compensation for being subject to mandatory call in, each member of the bargaining unit will receive 2.5% of base wages plus \$350, payable on the first pay in August of each year. New hires or employees promoted into UAW will receive a prorated on call bonus their first August in UAW that would reflect payment

from their hire/promotion date through July. Upon retirement, a prorated amount will be paid on the employee's final check.

### C. Compensatory Time

1. Compensatory time will be earned and taken at the rate of one-and-one-half hours for each hour worked over the employee's regular work week if approved by the Department Director.
2. Hours worked on Holidays (effective 1/1/96) and Sundays (effective 1/1/97) shall be paid at the double-time rate.
3. The City may relieve any employee who has worked 32 consecutive hours, and assign a replacement for up to 8 hours at their sole discretion, before allowing the employee to return to work.
4. All hours worked between midnight and 4 a.m. on a regular work day shall be compensated at double time of the employee's regular rate of pay.
5. An employee will decide, at the time an overtime assignment is made, whether to receive compensatory time or payment for overtime work. Compensatory time shall be calculated at the same rate earned, i.e. 12 hours compensatory time for 8 hours earned at time and one half; 16 hours compensatory time for 8 hours earned at double time. The maximum compensatory time accumulation limit for an employee shall be forty (40) hours. Any unused compensatory time as of January 15<sup>th</sup> shall be paid to the employee at the applicable hourly rate at which the time was earned no later than the 1<sup>st</sup> pay in February. An employee may request to be paid out their compensatory time at any time during the year at their current hourly rate.
6. Article 13 C Paragraph 5 does not apply for the Engineering Supervisor position. The Engineering Supervisor Position employee will decide, at the time an overtime assignment is made, whether to receive compensatory time or payment for overtime work. Compensatory time shall be calculated at the same rate earned, i.e. 12 hours compensatory time for 8 hours earned at time and one half; 16 hours compensatory time for 8 hours earned at double time. Any unused compensatory time as of March 31 shall be paid to the employee at the hourly rate it was earned.
7. The use of compensatory time must be preapproved by the Department Director or their designee twenty-four (24) hours before use of said time. Compensatory time cannot be used during a snow emergency or any other emergency that may arise per the discretion of the DPS Director.

### D. Out-Of-Class Pay

Any Union employee assigned and performing work in an Association classification other than their 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.

### E. Wages (See Appendix A For Actual Rates)

The parties agree that the rate schedule will be as described in Appendix A.

A minimum pay differential of 31% shall be maintained between AFSCME Grade M5 and UAW Grade S5. If the AFSCME Grade M5 is removed, then UAW and management will discuss next highest rank in AFSCME

to determine proper percentage to equate to same hourly rate prior to removal. A guaranteed 3.0% wage increase will be effective for 1/1/2026; 1/1/2027; 1/1/2028; 1/1/2029; 1/1/2030; 2.5% for 1/1/2031.

## ARTICLE 14 DURATION & TERMINATION

This Agreement constitutes the entire agreement between the parties and shall remain in full force from and after the date hereof until December 31, 2031.

Either party shall give written notice to the other party sixty (60) days prior to December 31, 2031 of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

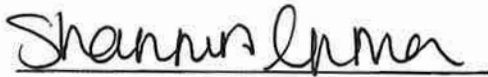
Notice of desire to modify the Contract shall serve as notice to terminate the Contract. Upon receiving such notice, the other party shall, within twenty-one (21) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement. Failure to reach an agreement within 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 16th day of December 2025.

FOR THE CITY:



Kevin Coleman, Mayor



Shannon Inman, Clerk



Stephani S. Field, Human Resource Director



Dan Block, Budget Director

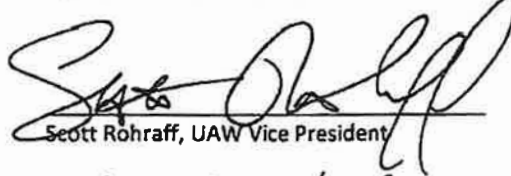


Steve Smith, Finance Director

FOR THE UNION:



Patrick McNally, UAW President



Scott Rohraff, UAW Vice President



Nicole Kolar, UAW Secretary



Cori Mack, UAW Treasurer

Jim Brock, President, UAW Local 174

Mark DePaoli, Director, UAW Region 1A

## APPENDIX A

### Supervisory Pay Rates

EFFECTIVE 1/1/2026

Position	Minimum Starting Grade	Hours Per Week	Percent of Grade 5	Eff 1/1/2026	Annual
General Foreman of DPS Operations	5	40	100.00%	\$41.6228	\$86,575.37
Foreman II	5	40	100.00%	\$41,6228	\$86,575.37
Deputy Director II	5	35	100.00%	\$41,6228	\$86,575.37
Engineering Supervisor	4	40	97.75%	\$40.6863	\$84,627.42
Deputy Director	4	35	97.75%	\$40.6863	\$74,048.99
Foreman	4	40	97.75%	\$40.6863	\$84,627.42
Accounting Supervisor	3	35	89.43%	\$37.2232	\$67,746.31
CD Specialist	3	35	89.43%	\$37.2232	\$67,746.31
Housing Supervisor	3	35	89.43%	\$37.2232	\$67,746.31
Account Supervisor	3	35	89.43%	\$37.2232	\$67,746.31
Animal Control Supervisor	3	40	89.43%	\$37.2232	\$77,424.35
Administrative Supervisor (PD)	3	35	89.43%	\$37.2232	\$67,746.31
Confidential Secretary (Fire Dept)	3	35	89.43%	\$37.2232	\$67,746.31
Animal Control Officer	2	40	85.53%	\$35.6000	\$74,047.91
Election Supervisor	2	35	85.53%	\$35.6000	\$64,791.92
Account Supervisor	2	35	85.53%	\$35.6000	\$64,791.92
Technology Specialist	2	35	85.53%	\$35.6000	\$64,791.92
Business Retention Coordinator	2	35	85.53%	\$35.6000	\$64,791.92
Sign Shop Foreman	2	40	85.53%	\$35.6000	\$74,047.91
Crew Chief (Sr Resources)	2	40	85.53%	\$35.6000	\$74,047.91
Confidential Secretary (Fire Dept)	2	35	85.53%	\$35.6000	\$64,791.92
Maintenance Supervisor	1	40	78.00%	\$32.4658	\$67,528.79
Payroll Supervisor	1	35	78.00%	\$32.4658	\$59,087.69
Confidential Secretary	1	35	78.00%	\$32.4658	\$59,087.69