

**CITY OF WESTLAND  
and  
A.F.S.C.M.E. LOCAL 1602**

**Collective Bargaining Agreement  
January 1, 2023  
through  
December 31, 2026**

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THIS AGREEMENT is entered into this 4th day of April, 2023, between the City of Westland (hereinafter referred to as the "Employer") and the International Union of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate Local Union No 1602 (hereinafter referred to as the "Union").

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

The City shall print and provide a copy of the Agreement for all employees.

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. The parties further recognize that due to rising costs they have equal obligations to assist in accomplishing success in providing proper services to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all of the employees of the Employer excluding elected or appointed officers, all part time, seasonal or temporary employees, secretary to the Mayor and secretary to the Personnel/Operations Director, and one (1) secretary to each of two (2) Directors of Departments of Public Service, and Building; all Board or Commission members appointed directly by the Mayor or Council, Heads of Departments which are new or may be hereafter created, all employees under the provisions of Act 78 of the Public Acts of Michigan of 1935 as amended, and all supervisors as defined in the Act and the Federal NLRA.

## ARTICLE 2 UNION SECURITY

### A. GENERALLY

1. City of Westland agrees to deduct from the wages of employees who voluntarily elect to become members of the Union, all Union membership dues/initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form and the employer agrees to deduct that amount in accordance with said form. The Treasurer of Michigan AFSCME Council 25 shall certify to the employer in writing, the amount of initiation fees/dues to be deducted from each employee.

2. The employer shall not be liable to the Union or any employee for the remittance or payment of any sum other than the amount constituting the actual deduction made from wages earned by employees in accordance with the authorization on file with the employer.

**B. PAYROLL DEDUCTION FOR UNION DUES**

1. During the period of time covered by this Agreement, the employer agrees to deduct monies in accordance with the terms of the Authorization of Check-Off Dues form from the pay of each non- probationary employee who voluntarily executes the said form. It is further agreed that the employer shall honor any revocation of such authorization by any employee at any time in accordance with state law. The employer agrees to notify the Union of any revocation of dues at the time such revocation occurs.
2. Deductions each calendar month shall be remitted to such address designated by the designated financial officer of Michigan AFSCME Council 25, AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made, no later than the fifth (5th) work day of the month.

**C. UNION AUTHORIZATION FORM FOR PAYROLL DEDUCTION**

1. The Union authorization form shall provide as follows:
  - a. I understand that each month after acquiring seniority status an amount established by the Union as monthly dues and assessments, shall be deducted from my pay and paid to the Treasurer of Michigan AFSCME Council 25.
  - b. I understand that I am not required to pay Union dues, assessments or fees in accordance with state law, as a condition of my employment. I understand that I may revoke this authorization at any time by giving the Union written notice.

**D. HOLD HARMLESS**

The Union shall indemnify and hold harmless the City of Westland against any and all liability which may arise by reason of the deduction by the employer, of money as Union initiation fees, membership dues, or service/administration charge from employees' wages, or any and all liability which may arise by reason of this application of the previous Sections.

**E. CHARGES IN STATE LAW**

In the event that Public Act 349 of 2012 (the "Act"), is repealed, replaced, judicially declared invalid, or otherwise amended so that the payment of Union dues or service fees may be required for employment or continuing employment, then the parties agree to reinstate the contract language set forth in the Union Security article of the last collective bargaining agreement in effect prior to the effective date of the Act. In that event, the former Union Security article will thereafter be in full force and effect.

## ARTICLE 3 REPRESENTATION

### A. BARGAINING COMMITTEE

The employees shall be represented by a Bargaining Committee of not less than three (3) nor more than five (5) members. The Local's President shall be one of the five (5) members. This Bargaining Committee shall be selected in any manner determined by the Union. However, those selected must be on the seniority list and two (2) must be selected from clerical (inside) and two (2) must be selected from DPS (outside) plus the President. This Bargaining Committee shall be charged with the duty of negotiating contracts and shall be subject to the limitations of special conferences to negotiate such matters as may from time to time arise during the term of this Agreement.

### B. GRIEVANCE COMMITTEE

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

### C. REPRESENTATION AREAS

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

1. All Clerical (Inside) plus one additional alternate steward
2. Department of Public Services (Outside) plus one additional alternate steward

### D. NEW REPRESENTATION AREA

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

### E. COMPENSATING UNION REPRESENTATIVES

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

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

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

### F. NOTIFICATION TO CITY OF UNION REPRESENTATIVES

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

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

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

## **H. SPECIAL CONFERENCES**

Special conferences for matter(s) other than grievances will be arranged between the Local President and the Employer, or the Employer's designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matter(s) to be taken up at the meeting shall be presented at the time the conference is requested in writing. Matters taken up in special conferences shall be held at a time mutually agreeable to the parties. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting shall be attended by members of the International Union or Council No. 25.

## **I. NO DISCRIMINATION AGAINST UNION MEMBERS**

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

## **J. GUARANTEE OF RIGHTS**

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

## **K. UNION RESPONSIBILITY**

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

# **ARTICLE 4 GRIEVANCE PROCEDURE**

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

## **A. GRIEVANCE PROCEDURE**

### **STEP 1**

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

### **STEP 2**

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

#### STEP 3

If the grievance is still unsettled, the Union may appeal the grievance to the City's Personnel Director within fifteen (15) working days of receipt of the previous step's answer. In doing so, the Union must provide a copy of its grievance that includes events leading to the alleged violation(s), citation of the contract sections that were violated and suggested specific remedies. Within fifteen (15) working days after receipt of the Union's appeal the City's Personnel Director will do one of the following:

1. Schedule a meeting with the Union President, the grievant and his/her Steward, and any witnesses the Union or City deems appropriate. It is understood that any witnesses must have knowledge of the events giving rise to the dispute, and if possible, will answer all questions asked of either party at this hearing. The Personnel Director shall provide the Union President, with copies to the grievant, his/her Steward and Union Secretary, with a written disposition of the grievance within fifteen (15) days after the meeting is concluded; or
2. May review the grievance and provide a written answer of the City's position in regard to this grievance to the Union President with copies to the grievant, his/her Steward, and the Union Secretary, within five (5) working days after receipt of the grievance.

#### STEP 4

- a. If the grievance is not resolved at Step 3, the Union has thirty (30) days from the receipt of the Step 3 answer to file a Notice of Intent to Arbitrate by sending a letter to the Personnel Director.
- b. Upon written request by either party, after the Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such a meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step 4. The meeting shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The Union members shall be the President and the Council 25 representative or their designees.
- c. If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union and the Employer representatives.

**Selection of Arbitrator:**

1. Within ninety (90) days of receipt of the written demand for arbitration, the Union shall notify one of the arbitrators on the permanent roster of mutually agreed upon arbitrators. Selection from the mutually agreed upon list of arbitrators ("Agreed Upon Arbitrators"), shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned to hear the first case. The next arbitrator on the list will be assigned to hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over beginning with the first name on the list.
2. The parties recognize that, through no fault of the other, an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
3. An arbitrator may be removed from the list by written notice of either party during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
4. If the parties agree in a particular case not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.
5. Agreed Upon Arbitrators: Mario Chieza, Mark Glazer, Paul Glendon, Thomas Gravelle, and Benjamin Kerner.

The parties agree that should the list fall to four (4) arbitrators, the list shall be increased to six (6) arbitrators as mutually agreed upon.

For any grievance that proceeds to arbitration, parties agree to exchange exhibits and a list of witnesses no later than one week prior to the date set for hearing.

No claims, including claims for back wages by an employee covered by this Agreement or by the Union against the City, shall be valid for a period more than three (3) working days prior to the date the grievance was first discussed (Step 1), unless the circumstances of the case were unknown by the employee, or the Union, as the case may be, and that he/she or the Union had grounds for such claim prior to that discussion in which case the claim shall be limited retroactively to a period not to exceed thirty (30) calendar days prior to the date the employee, or the Union, first processed the grievance.

**B. DISCIPLINE**

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

### C. USE OF PAST RECORD

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

1. Written reprimand – 24 months
2. Suspension – 30 months

### D. TIME LIMITS

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

## ARTICLE 5 NO STRIKE - NO LOCK OUT

### A. NO STRIKE – NO LOCK OUT

1. The Union agrees that there will be no "strike" during the term of this Agreement. For the purposes of this Agreement, the definition of the word "strike" contained in Section 1, Act 336, of Public Acts of Michigan of 1949, as amended to the date of this Agreement, is hereby adopted. It is mutually agreed that in the event that it is claimed by the City that a "strike" is taking place or has taken place during the term of this Agreement, then the Union shall be entitled to a review of any disciplinary action taken by the City in the manner provided in Section 6 of said Act.
2. The City agrees that it will not lock out any employees during the term of the Agreement.

## ARTICLE 6 SENIORITY

### A. PROBATIONARY EMPLOYEES

1. A new employee shall be a probationary employee without seniority until he/she has completed (180) calendar days of service. At the end of this period he/she shall be terminated or entered into the unit-wide seniority list of the City with a seniority date entered as the first day of employment in their current classification. Seasonal, temporary, part-time, and provisional employees shall not acquire seniority.
2. The City may discharge or transfer probationary employees at any time during the probationary period with or without cause at the City's sole discretion. The Union may not represent probationary employees or collect dues except as provided by law.
3. A probationary employee laid-off or terminated during his/her probationary period, but who has been rehired within 180 calendar days from the last day worked, will continue his/her probationary period from the last day worked as if his/her service were not interrupted by the layoff or termination.
4. A probationer who completes his/her probationary period in this manner shall be credited with 180 days of service retroactively from the date he/she completes his/her adjusted

probationary period for the purpose of determining his/her date of employment on the department-wide and unit-wide seniority lists. Any probationary employee rehired after (180) calendar days of his/her last day worked will be considered as a new employee and will begin a new probationary period.

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

## B. SENIORITY

Seniority is defined as the employee's record of employment since his/her last date of hire with the City.

1. Each employee, shall be placed on unit-wide seniority lists.
2. Under the terms of this Agreement, employees having the same seniority date will have their seniority status established alphabetically by their last name at date of hire.

## C. LAY-OFF PROCEDURE

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

1. Seasonal and temporary employees will be laid off in any order within the department affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision. At no time will a temporary employee perform duties of a displaced or laid off seniority employee, except provisional employees may be used as allowed in Articles 8 and 9. Additionally, at no time will a contractor perform duties of a laid off seniority employee
2. Probationary employees are the next to be laid off in any order within the department affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.
3. If it is necessary to layoff additional employees, they will be laid off in department and classification seniority order, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.
4. Providing an employee is able and capable of performing the work of the employee being displaced with the minimum supervision and normal instruction that had previously been given to the employee being displaced, and providing the seniority employee has the same licenses and/or certifications that were required of the employee being displaced. (Provision regarding same licenses and/or certifications not applicable to current mechanics grandfathered in accordance to Article 33).
  - a. Employees holding positions classified as "inside" may displace a lesser seniority employee holding an "inside" position in accordance with Paragraph 4.
  - b. Employees holding positions classified as "outside" may displace a lesser seniority employee holding an "outside" position in accordance with Paragraph 4.

5. In the event of a layoff or reduction of Local 1602 Bargaining Unit employees, other than probationary employees, the City will furnish the Union President written notification of such pending action and hold a meeting at least ten (10) working days prior to said layoff or reduction. The Union shall have the right to discuss:
  - a. Area and classifications involved
  - b. Ramification of such layoff or reduction
  - c. Possible alternatives
  - d. Seniority of individuals involved
6. During a bumping procedure, an employee cannot disqualify himself/herself in the event he/she takes a different job during said procedure. The seniority employee shall be permitted to bump in accordance with paragraph 4.
7. During any bumping procedure, the Union will be represented by the President and his/her designated representative.
8. Management shall be able to disqualify an employee during a four (4) week period but not earlier than the end of the first (1st) work day when it is obvious that an employee cannot perform the normally required work assignments of the job.

#### D. RECALL

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

#### E. LOSS OF SENIORITY

Seniority shall be broken and forfeited if an employee:

1. Quit or retires
2. Is discharged and the discharge is not reversed through the grievance procedure
3. If he/she is absent for five (5) days without notifying the City unless it is physically impossible for him/her to do so
4. Fails to return on recall
5. a) Is laid off for a period of eight (8) years or a period equal to their seniority whichever is longer  
b) Is hired after January 1, 2013 and has been on lay-off for a period of two (2) years or a period equal to their seniority whichever is less
6. Separation upon settlement covering total disability
7. Failure to return from any leave of absence as defined in the Agreement

## F. SENIORITY RIGHTS

Notwithstanding their places on the department or unit wide seniority lists, the Union's President, Vice President and union stewards shall be deemed to have the most seniority, for the purpose of layoff only, in their department, providing they are able to do the available work.

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

Local 1602 employees to be laid off will be granted the right to be placed in any part-time, temporary, provisional or seasonal position the employee is able to perform with the minimum of supervision and normal instructions given any qualified employee. Such person will be paid 80% of the full applicable hourly rate of pay for the lowest clerical, maintenance or inspector position in Local 1602 but will not be provided with any benefits described in this agreement. Thereafter, when a position becomes available, the City will contact, by certified mail, the laid-off employee who will be offered the available position in seniority order.

Notwithstanding any provision in Article 6, Section E (4), a laid off Local 1602 employee may reject the opportunity to be placed in a position described in this Section without losing his/her seniority and recall rights.

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

## H. NOTIFICATION OF ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS

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

# ARTICLE 7 NON-BARGAINING UNIT EMPLOYEES

## A. SEASONAL/PROVISIONAL/TEMPORARY EMPLOYEES

1. Seasonal shall mean an employee hired for a seasonal activity, some of which, but not inclusive, are: baseball, hockey, ice rink activities and certain parks and recreation activities.
2. Provisional employees may be hired as replacement for seniority employees with the understanding they are working in place and instead of, and will be terminated upon the return of, the seniority employee. Provisional employees may include those contracted from temporary service agencies including but not limited to Kelly Services, Robert Half, Manpower, etc.
3. A Temporary employee shall mean an employee who works irregularly and is hired for a period of 120 work days. This period may be extended for an additional one hundred twenty (120) calendar days by mutual agreement of the City and the Union. Employees who are hired in connection with a specific project such as, but not all inclusive, a bond issue, economic development project, tax processing, an election, etc. shall be considered temporary employees. The work is not to be extended beyond the completion of such project.
4. Seasonal and Temporary employees will not be used to replace permanent employees in a department or work during the overtime period of all the employees in the department unless all

the permanent employees in the department have been given the opportunity to work the overtime period.

5. The union shall be given a list of employees hired as temporary, seasonal, and provisional as these employees are hired. The list shall designate date of hire, the designation, type of work for which hired and separation date of employee at the time of separation.
6. The above limitation in regard to temporary employees will not apply to students co-ops/interns. However, co-op students and interns will not work in place of/or instead of permanent employees and will be limited to twenty (20) hours per week.

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

1. The City may supplement the work force with up to twenty (20) non-union workers at any time the number of bargaining unit members is 70 or greater. Supplemental employees may include those contracted from temporary service agencies including but not limited to Kelly Services, Office Team, Manpower, etc.
2. Supplemental employees may be assigned to operate any of the equipment in the City they are qualified to operate, exclusive of those requiring a CDL license.
3. Clerical supplemental employees shall not participate in any overtime assignments unless all "clerical" bargaining unit employees with overtime rights have first been offered the overtime. Maintenance supplemental employees shall not participate in any overtime assignments unless all "maintenance" bargaining unit employees with overtime rights have first been offered the overtime.
4. All supplemental employees will be terminated prior to any layoffs causing the bargaining unit to fall below 70 members.
5. Up to two (2) clerical positions may be part of the supplemental work force.

#### **C. GENERAL**

1. Non-bargaining unit workers shall not accrue seniority.
2. At no time will non-bargaining unit employees be permitted to operate any motorized equipment larger than cars, pick-up trucks and mowing tractors.

## **ARTICLE 8 PROMOTIONS AND TRANSFERS**

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

1. When the City determines the need to fill a vacancy, the employer agrees to utilize the appropriate seniority lists for "clerical inside" classified positions and for "maintenance outside" classified positions. The employee's current permanent position will determine if movement is an upgrade, lateral or downgrade. All laid-off employees shall be notified by first-class mail of any vacancy they may be eligible to accept. Failure of a laid-off employee to accept

a position will not forfeit unemployment or seniority rights except as referenced in Article 6, section D.

2. In the event that a position becomes vacant and the City intends to fill the position, prior to filling the position, the position shall be posted for at least five (5) working days. If an employee who would be eligible for a position is on vacation, sick leave, personal time, or other leave at the time when a vacancy is to be filled, the Personnel Department shall send a written notice that the position is available to that employee at the employee's department, with a copy to the Union President. The employee or his/her designee will then have six days from the date the notice is sent to notify the Personnel Department of whether they desire to take the position. If no message is received by the Personnel Department in this six day period, the employee will be deemed to have rejected the position.
3. For clerical employees, employees will be eligible to bid for interview for as many upgrade positions, lateral positions, or downgrade positions within their category as they desire. For DPS employees, employees will be eligible to bid for as many upgrade positions, lateral positions, or downgrade positions within their category as they desire.
4. Except as provided in sub-paragraph 7 below, employees shall be eligible for clerical openings if they either have held any clerical positions while employed with the City in the past five years or have passed the clerical Civil Service test within the past five years. Employees shall be eligible for maintenance openings if they have held any maintenance positions in the City in the past five years or passed the maintenance Civil Service test in the past five years. Employees will be expected to meet normal job classification requirements (see job description).
5. New employees will be eligible for vacant positions.
6. In the event that a new job is created, the City will:
  - a. Notify the Union regarding the new position
  - b. Post the position for a period of five work days; and
  - c. Fill the position from those who signed the posting on the same basis as other positions are filled as outlined in Article 8
7. In order to be eligible for transfer or promotion the employee must meet the requirements of the job posting. Job Descriptions will be maintained in the Personnel Department. Before the City finalizes a job description, the City will notify the union of the change prior to implementation to allow the union to review within 10 work days and comment.
8. In order to be considered for the positions specified in sub-paragraph 6 above, a clerical employee must provide documentation to the Personnel Department. In the event that an employee acquires the necessary qualifications in mid-year, they will be eligible upon submittal of documentation which shows that they have met the applicable qualifications.
9. In the event that there are no clerical employees who meet the qualifications specified in sub-paragraph 7, the City reserves the right to create individual Civil Service lists for these positions and hire from these lists.

## B. INTERVIEWS

1. For clerical employees, bids will be reviewed by the Employer. The three (3) most senior employees who bid and meet the minimum job requirements will be granted an interview. If less than three (3) employees bid and meet the minimum job requirements, those bidders would be granted an interview. Upon completion of interviews, if the position has not been filled, the City will move on to the next three (3) most senior bidders, if applicable, until the list of bidders have been exhausted. The City must select from the list of bidders.

## C. SELECTION

1. For clerical employees, selection of openings shall be made by management through the interview process as listed in Article 8B1. Once the clerical employee starts the vacant position, they will be paid at the rate of pay for the vacant position.
2. For DPS employees, selection of openings shall be made on the basis of seniority and potential ability to meet the job requirements. Once the DPS employee starts the vacant position, they will be paid at the rate of pay for the vacant position.
3. An employee may accept two upgrade positions within any twelve (12) month period as the employee is eligible for subject to the following conditions:
  - a. No more than one transfer (lateral or downgrade) within any twelve (12) month period.
  - b. In the event that an employee declines himself/herself during a training period for a position, the employee shall be prohibited from being considered for any job opening for the next six (6) months.
  - c. If Management disqualifies the employee from either a permanent or provisional position, this will not constitute a successful bid. An employee who is involuntarily moved from their position shall still be afforded one transfers (lateral or downgrade).
4. If a permanent employee being replaced by a provisional employee does not return to work for any reason, the employee holding the provisional position shall then retain the permanent position without serving a second trial period.

## D. SUCCESSFUL BIDDER/CANDIDATE

The successful bidder (DPS)/candidate (clerical) shall be granted a total period of up to thirty calendar days or a longer period if mutually agreed to, to show he/she has the ability to meet the job requirements. Nothing herein prevents the department head from testing the employee's ability to perform job-related tasks during the trial period. Any employee who feels he/she has been denied the opportunity for transfer/promotion may protest through the grievance procedure.

### 1. Trial Period for Injured or Sick Employees:

Employees will be entitled to thirty calendar days to show he/she has the ability to meet the job requirements during which they will be paid at the rate of pay for the vacant position.

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

2. During the trial period, neither the City nor the employee shall be prevented from:
  - a. The City from disqualifying an employee when lack of ability is obvious during his/her qualifying period.
  - b. The employee from declining the job when it is awarded or during his/her qualifying period.
  - c. Employees who are disqualified or who decline the job during the trial period shall be returned to their former job and rate without loss of seniority.
  - d. During the trial period, the City may temporarily, fill the job employee left. When the employee is permanently awarded the job, the resulting vacancy, if required, will be filled in accordance to the provisions of Article 8.
  - e. Effective July 1, 1999, when an existing employee is awarded a position which requires a CDL and he/she does not have the required CDL, the employee shall be disqualified unless he/she acquires a TIP (temporary instruction permit) within thirty (30) days of the transfer to the new position; the trial period for such employee shall extend for sixty (60) days after the employee submits the TIP to the employer.

#### **E. HIRING FROM THE OUTSIDE**

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

#### **F. CHALLENGE JOB REQUIREMENT**

The Union reserves the right to challenge job requirements that are arbitrary based on the duties and responsibilities of the job as posted and such challenge is subject to the grievance procedures.

#### **G. TEMPORARY OPENINGS**

1. Temporary assignments required for cross-training, workload needs, temporary vacancies due to illness, leaves (including personal and vacation), or emergency may be filled by the City. If the temporary work is not of an emergency nature, the City shall first seek volunteers for temporary assignment by posting notice of the temporary work for a period of three (3) workdays. Volunteers will be assigned based on seniority and ability to perform the work. Assignments shall be for a period not to exceed sixty (60) days within any 90 day period by transferring any seniority employee or employees to the job. These assignments shall be on an inverse seniority basis. Volunteers are not subject to the sixty (60) out of ninety (90) day provision.

2. It is understood when such transfers take place across division or departmental lines (as defined in the City Charter or Ordinances), that if another seniority employee replaces the transferred employee to perform the primary work assignments usually performed by the employee being transferred, one of the following conditions must be met:
  - a. The transferred employee is replaced by an employee within their division as defined above.
  - b. The transferred employee has a required skill/talent that is in short supply among the employees in the unit, and transferring of another seniority employee to the required job would create a hardship or inefficiency not conducive to effective use of the City's manpower. Such transfers shall be limited to two weeks.
3. Temporary vacancies due to illness exceeding a period of two calendar days, providing the City has been so notified, shall be filled by the City as a seniority provisional opening. Vacancies not covered by the above may be filled by the City with provisional non-seniority employees. Any seniority employee awarded a provisional position is working in place of and instead of the seniority employee who regularly holds such position and that upon the return of the permanent employee, the provisional employee shall be returned to his/her former position with no loss in seniority.
4. The City retains the right for the reasons of safety or morale, to assign an employee to a special assignment if a written harassment complaint has been filed with Human Resources and an investigation has been implemented. The assignment shall not extend beyond thirty (30) days without mutual agreement from the Union. The assigned employee will not be entitled to participation in Article 18 Equalization of Overtime.

#### H. RATE ON TRANSFERS

1. The employee takes the rate of the job if he/she requests the transfer, or if transferred by management to a lower rated job, he/she retains his/her old rate if it is higher.
2. Any employee asked and accepting work in a classification other than his/her regular classification for one (1) full day or more shall receive the rate of pay for the higher classification in line with his/her seniority. Except that employee working in a higher classification will be paid at their regular classification rate for compensated absences or holidays not worked.

#### I. NEW JOBS

New jobs are jobs previously not performed by the City. A newly created classification or any change in classification and/or any change in rate of pay. When these are created or changed, the Local President will be notified in writing of the job, its classification and rate. New jobs will be posted and filled in accordance with Article 8.

#### J. PROMOTED OUT OF BARGAINING UNIT TO SUPERVISORY UNIT POSITION

1. Any employee accepting a position out of the bargaining unit shall accrue seniority while out of the bargaining unit for a period of six months. After six months, an employee may return to the bargaining unit only if all seniority employees displaced by bumping or on layoff are offered the

position first. Any employee returned to the bargaining unit after more than six months shall be placed in the lowest, vacant classification (inside or outside) in the Unit they can perform in any department. Following his/her return to the bargaining unit, such employee may not exercise his/her seniority for a period which is equal to the time that he/she was out of the unit. The understanding being that no current 1602 member will be laid off as a result of the above.

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

#### **K. CROSS-TRAINING BONUS**

A cross-training bonus of \$250 per employee per year will be paid on the first pay day in August to all employees on the payroll on August 1 with six months or more of service to the City of Westland. This compensation is given in exchange for the City's ability to cross-train any employees in other City positions or departments in accordance with Section F (2) (a) of this Article, above.

## **ARTICLE 9 MANAGEMENT RESPONSIBILITIES**

#### **A. CONTROL AND MANAGEMENT**

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

1. All rights involving public policy
2. The right to decide the number and locations of facilities, departments, etc.
3. Work to be performed within the unit
4. Ability to assign inside employees to other inside functions; assign outside employees to other outside functions.
5. Maintenance and repair
6. Supervision and the amount thereof
7. Machinery, tools and equipment
8. Schedules of work, together with the selection procurement, designing, engineering and control of equipment and materials
9. The right to develop job descriptions.

## B. SELECTION AND DIRECTION OF THE WORKING FORCES

It is further recognized that the responsibility of Management of the City, selection and direction of the working forces, including the right to hire, suspend or discharge, assign, promote or transfer, to determine the hours of work, to relieve employees from duty because of lack of work are solely the responsibilities of the City. If the bargaining unit falls below 70 employees, the City and Union shall meet to discuss staffing levels. The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain herein, and shall not exercise these rights in conflict with the terms of this Agreement.

For the Action Investigation and Mitigation Team “AIM Team”, Facility’s Maintenance Specialist, and Engineering Specialist position, they cannot be assigned to other functions within DPS unless management declares an emergency. Overtime will be determined by the immediate supervisor. The employee will be eligible for Call in overtime according to Article 17 as long as their daily job responsibilities within their assigned department are met. If currently on overtime within their assigned department, the employee will not be charged for overtime if declining a call in per Article 17. Hiring of the Action Investigation and Mitigation Team “AIM Team” will follow the clerical interview process outlined in Article 8. Hiring of the Facility’s Maintenance Specialist and Engineering Specialist positions will follow the DPS bidding process outlined in Article 8.

## ARTICLE 10 LEAVES OF ABSENCE/FAMILY MEDICAL LEAVE ACT (FMLA)

### A. REQUESTING LEAVE OF ABSENCE

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

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

### B. REASONS FOR LEAVES

#### 1. ESTATE SETTLEMENT

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

#### 2. EDUCATIONAL LEAVES

- a. Employees who are reinstated in accordance with the Universal Military Training Act, as amended and applicable legislation may attend a recognized University, Trade School or technical School for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester. Employees may take up to six months education leave provided they give at least thirty days' notice to their Department Head and the Personnel Director. No payment may be made for educational

tuition incurred during this leave. Educational leave is capped at six months in any 60 month period. Seniority shall accrue while on leave.

### 3. SICK LEAVE

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

### 4. MATERNITY LEAVE

- a. Whenever an employee shall become pregnant, the employee shall furnish the City with a certificate from her physician, stating the approximate date of delivery.
- b. He/She shall be permitted to work, in a suitable employment, in accordance with her doctor's recommendation.
- c. The employee shall be granted a Maternity Leave terminating six (6) months following delivery, provided there are no medical complications, in which case, the employee shall be placed on sick leave in accordance with Article 10, Section B3, Sick Leaves, above, or use sick days as is appropriate. The employee may return to work at any time following delivery with medical clearance. The employee will be returned to their former job classification without loss of seniority.

### 5. ARMED SERVICE

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

### 6. UNION OFFICE

- a. An employee selected to a union position or selected by the Union to do work for the Union which takes him/her from his/her employment with the City, shall, upon written request of the Union, receive a temporary leave of absence for the period of his or her service with the Union. The same shall apply to members selected to a position with the International Union or Council. Such requests must be made yearly. Seniority will accumulate during the leave. Such employee will be returned to the same or like job in line with his or her seniority.

## C. RETURNING FROM LEAVE OF ABSENCE

When returning from any leave of absence, it shall be the obligation of the employee to notify the Personnel Department that he/she is returning, ready, willing and able to work, three (3) working days before his or her return to work. The City reserves the right to request submission of physician's verification that employee can perform job responsibilities without restriction if employee is off work for more than thirty (30) days.

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

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

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

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

#### **F. FAMILY MEDICAL LEAVE ACT (FMLA)**

The City will comply with the FMLA.

### **ARTICLE 11 UNION BULLETIN BOARDS**

#### **A. UNION BULLETIN BOARDS**

1. The City agrees to provide the Union with Union Bulletin Boards in City buildings in which there are union employees regularly employed. Their bulletin boards or anything posted therein will not be disturbed by an official of the City of Westland, unless approved by the Union. The bulletin boards shall be used only for the following notices:
  - a. Recreational and social events of the Union
  - b. Union meetings
  - c. Union elections
  - d. Reports of Union Committees
  - e. Rulings or Policies of the Union
2. The policing of the Union Bulletin Boards is an obligation of the Union. Management can oversee this and can expect the Union to maintain it properly.
3. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organizations among its employees shall be in violation of this Article and shall entitle the City to request the Union to remove such material.

### **ARTICLE 12 GENERAL PROVISIONS**

#### **A. WORK RULES**

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

## **B. SAFETY COMMITTEE**

A Safety Committee of the Union and City Representatives is hereby established. The parties to this Agreement hold themselves mutually responsible for cooperative enforcement of safety rules and health regulations. A committee of no more than four (4) members will consist of an equal number of Union and City representatives and will meet at least quarterly during regular working hours for the purpose of making safety recommendations to the Personnel Director for resolution. A special meeting may be called at any time by either the Union or Management to discuss urgent matters of safety. There shall also be a Safety Person appointed by the Safety Committee with the authority to make immediate recommendations in writing to management. If no resolution is forthcoming within a reasonable period of time, the Safety Committee will reconvene relative to the recommendations and take the necessary action to resolve the same. The decision of the Safety Committee will be binding on all parties involved.

## **C. SOLE AGREEMENT**

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

## **D. ANOTHER LABOR GROUP**

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

## **E. IDENTIFICATION CARDS**

1. Identification cards will be provided to all employees. It is understood that these cards remain the property of the City and upon request of the City or termination of employment, the cards must be returned to the City. All employees who come in contact with the public shall have their ID visible. All outside employees who operate machinery shall have their ID readily available.
2. If a card is lost or stolen it will be reported to the employee's supervisor immediately.

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

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

## **G. RELIEF PERIOD**

There will be two (2) fifteen (15) minute relief periods; one (1) in the morning and one (1) in the afternoon. Additional relief period for any four (4) hour increments of overtime work will be granted. Relief periods shall not be taken within one (1) hour of lunch or at the end of one's shift unless management approves. Relief periods shall be taken at the location of their daily jobsite/task.

## H. CLERICAL EMPLOYEES-ALL CLASSIFICATIONS

All inside classified employees shall perform, regardless of classification, customer service as that service may be provided in person, at department counters and kiosks, via telephone, or through the City's website, email or other means.

## I. COURT WORKER PROGRAM

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

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

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

## J. MUTUAL GAINS PROGRAM

It is hereby agreed that effective February 1, 1998, AFSCME Local 1602 members and retirees may participate in the current Mutual Gains Program Policy on file with the City.

Employees shall be compensated at the rate outlined in the current Mutual Gains Program Policy on file with the City. Employees or retirees (who retire after January 1, 2013) who receive healthcare through a City health plan as said coverage is provided through their spouse or dependent shall not be permitted to participate in the Mutual Gains Program.

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

## K. LEGAL REPRESENTATION AND INDEMNIFICATION

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

## L. PARKS & RECREATION WORKER PROGRAM

The Union recognizes the right of the City to select and utilize employees assigned to DPS as needed for repair and maintenance work at parks and recreation facilities. Employees assigned to Parks & Recreation shall report to the Parks & Recreation/Facilities Management Director or the Director's designee.

## ARTICLE 13 MEALS

### A. MEALS

1. A meal will be provided to any employee who works six or more hours of unscheduled overtime in a call-in or shift extension. If an employee works an additional six continuous hours of overtime, he/she will be provided a second meal. No more than two meals will be provided to an employee during any continuous work period. Up to a \$10.00 allowance will be provided to employees who are afforded a meal.
2. In regard to payment of overtime in such situations:
  - a. If the employee/crew eats on the job, they will be considered "as working" and paid accordingly.
  - b. If the employee/crew eats in an eating establishment, he/she will be considered as taking an unpaid lunch break.
  - c. Employees who require a meal during an overtime period may stop and do so. However, there shall be no compensation for the meal if it occurs prior to six hours of the unscheduled overtime.
  - d. The City will maintain accounts at three separate restaurants within the City for the employees to eat their meals.

## ARTICLE 14 LUNCH BREAK

### A. LUNCH BREAK

1. Inside clerical employees will receive one unpaid hour lunch break.
2. Employees of the Department of Public Service (outside) will receive one unpaid half hour lunch break plus fifteen minutes paid travel/wash-up time.

## ARTICLE 15 FATIGUE TIME

### A. FATIGUE TIME

The following Fatigue Time provisions shall be followed:

1. Should an employee work a shift and a half or more within a continuous twenty-four (24) hour period, which started at his/her normal shift time he/she shall be released, if he/she desires, for a period of eight (8) hours before he/she is required to report to work for his/her next normal

work day. If all or any part of the eight (8) hour period coincides with the employee's next normal work day, he/she shall suffer no loss of his/her straight time pay he/she normally earns during such period.

2. Should an employee work six (6) hours or more on a Sunday night, he/she shall be permitted to be released, if he/she desires, for a period of eight (8) hours before he/she is required to report to work for his/her next normal work day on Monday morning. If all or any part of the eight (8) hour period coincides with the employee's normal Monday work day, he/she shall suffer no loss of his/her straight time pay he/she normally earns during such period.
3. All overtime hours worked between midnight and 4 a.m. on a regular work day shall be compensated at the employee's double time rate.

## ARTICLE 16 HOURS

### A. ATTENDANCE

1. Employees are expected to report to work on time and to observe working hours that have been established.
2. Employees who report late for work shall have the time deducted from their pay in multiples of 1/10th (one-tenth) for each six (6) minutes. Employees who are tardy are subject to progressive discipline.
3. Employees who are absent must notify the City's designated representatives, unless it is physically impossible to do so, fifteen (15) minutes prior to the start of their shifts. Employees who fail to do so will be considered to be absent without pay. The City will provide a phone number for the employees to call in the event of absenteeism.

### B. HOURS OF WORK

The established starting and quitting time for each department shall continue. However, Department of Public Service maintenance employees shall begin at 7:30 a.m. through 4:00 p.m., year-round starting and quitting time, Monday through Friday. The work hours of clerical employees shall be 9:00 a.m. to 5:00 p.m., Monday through Friday.

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

### C. WORKWEEK

The work week for all City Departments is Monday through Friday. The regular work week for clerical shall be thirty-five (35) hours per week and for all others, forty (40) hours per week.

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

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

#### E. CALL TIME

Any employee called back to meet emergencies after working his or her regularly scheduled shift shall report for a minimum of four hours for any and all work, and be paid straight time pay or the premium rate for the time worked, whichever is greater. Any work performed within the four hour call in window is a continuation of the original call in regardless if the employee has gone off duty.

## ARTICLE 17 EQUALIZATION OF OVERTIME

#### A. EQUALIZATION OF OVERTIME

1. General Provisions
  - a. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances.
  - b. All overtime must be preapproved by the employee's immediate supervisor.
2. Clerical (Inside)
  - a. Overtime needs within the department will be based on the individual employee's job responsibilities, not seniority. Call-ins will be done based on department needs.
3. Department of Public Service (Outside).
  - a. When overtime work is scheduled, the Employer will give the employee involved reasonable advance notice and will distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification, where

the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.

- b. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis two or more hours prior to the overtime period, it shall be considered an unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.
- c. An overtime list shall be maintained in each division and department wide, listing the overtime hours offered and/or worked by each employee in a department to assure that overtime is distributed as equitably as possible. If an employee is offered overtime hours and refuses same, said overtime hours shall be charged against him/her just as if he/she had worked the same in addition to any disciplinary action which may be taken because of his/her failure to work such overtime per the DPS Overtime Policies & Procedures. Overtime totals shall be set to zero biannually.
- d. It is agreed that overtime will be offered to new hire probationary employees who have been employed for 90 calendar days only after all eligible employees who have performed the task in the past have been offered the opportunity to work the necessary overtime in accordance with the DPS Overtime Policies & Procedures. New hire probationers of less than 90 days will only be asked to work overtime after the DPS Overtime Policies & Procedures have been followed.
- e. The union president and management will mutually agree on policy changes for the DPS Overtime Policies & Procedures.
- f. Only employees who accepted 50% or more of the overtime requests in the previously completed six month period as specified in Article 17A 3c, who are improperly passed over for an overtime opportunity, will be allowed to receive any cash payment for an overtime mistake by the City.
  - i. Employees eligible shall, for the first occurrence in a calendar year, only be paid for all hours over four that their replacement worked. Overtime missed less than four hours will not be paid in the first occurrence within a calendar year for said employee.
  - ii. For employees eligible, if there is a second or further incidents of overtime missed by the employee within the calendar year, a cash payment will be awarded the employee upon notification of management.
- g. Employees called in to work overtime will be allowed to continue work, if necessary, for a period of nineteen (19) hours at which time they may be replaced, if necessary, by low person on overtime exclusive of the employees being replaced.
- h. All call-ins shall be paid a minimum of two hours double time paid.

## B. COMPENSATORY TIME

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 eighty (80) hours. Any unused compensatory time, over 40 hours, as of June 30 shall be paid out to the employee at the applicable hourly rate. Employee may request that all compensatory time be paid out.

Employees are required to obtain prior approval for the use of compensatory time and if granted, will be permitted to take compensatory time provided request is received at least by the end of the previous work day. Employees may use compensatory time for purposes of completing a full shift of fatigue time without prior approval.

# ARTICLE 18 SUBSTANCE ABUSE

## A. ENFORCEMENT IN EAP

1. This policy shall be clearly communicated to all employees, and enforced in a nondiscriminatory manner. Employees having difficulties should be encouraged to seek help before problems threaten their jobs and wellbeing.
2. An Employee Assistance Program (EAP) established by the Employer and Union is a constructive alternative to relying upon drug testing and disciplinary action alone.

## B. EMPLOYEE REFERRALS

1. The parties agree that assistance toward rehabilitation is to be offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem or has a positive result on a drug or alcohol detection test.
2. The Employer will ensure that employee benefits include 45 days mental coverage and 30 days drug treatment coverage for services required to assist employees with substance abuse problems.

## C. RIGHT TO REPRESENTATION

1. The employee and the Union shall be notified immediately that City representatives suspect the employee is under the influence of drugs or alcohol, and shall be provided with a copy of the reasons which document their suspicion. The employee suspected of being under the influence shall meet with his/her supervisor, and a Union representative. In the presence of the Union representative, the employee may be questioned about his/her behavior or other reasons that have caused the supervisor to suspect that the employee is under the influence of drugs or alcohol.
2. If after hearing the employee's explanation the supervisor still suspects that the employee is under the influence of drugs or alcohol, the City representatives may require that the employee submit to a drug or alcohol detection test.

#### D. TESTING PROCEDURE

1. Test results will be strictly confidential. The employee may be required to submit to a substance test under the influence of either drugs (illegal) or alcohol.
2. Management shall have the right to utilize any testing facility it chooses in the initial test, but it is agreed that if that test shows a positive result it shall be re-done using a laboratory which meets the standards recommended by the National Institute on Drug Abuse (NIDA). The City may utilize the City Police Department breathalyzer and operator.
3. The requirements for chain of custody, storage of urine sample, quality assurance and control, will be the responsibility of the chosen laboratory. The back-up test will be MASS SPECTROMETRY ONLY.
4. An employee who is asked to submit to a drug detection test will be allowed to list all prescription and non-prescription drugs, or any other substance which might cause a positive urinalysis for the presence of drugs. This list is to be reviewed ONLY by the laboratory's certifying scientist for the purpose of verifying test results.

#### E. REHABILITATION

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

#### F. POSITIVE DRUG TEST

##### 1. 1st Offense:

Individuals the first time with a confirmed drug or alcohol abuse problem should be given the opportunity to enter a rehabilitation program and may be subject to progressive discipline.

##### 2. 2nd Offense:

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

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

#### G. CHANGES, SUPPLEMENTS AND AMENDMENTS

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

## H. LAW

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

## ARTICLE 19 HOLIDAY PAY

The holidays, consisting of New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. The August Primary and November General Election Days will be considered holidays for which employees do not have to work and shall be compensated as set forth in 1. (below) provided the City is conducting the election. Any special elections (primary or general, millage, etc.) that may be called by federal, state or other officials are not paid holidays. Thus, total paid holidays equals sixteen (16) days.

Employees shall be compensated as follows:

1. Where employees are excused by the Department Head from work on any of the above holidays, they shall receive their regular pay. If the holiday falls on a Sunday, it shall be celebrated on the following day; if the holiday falls on Saturday, it shall be celebrated on the Friday before said holiday; and provided further, an employee shall receive no pay for the holiday if the scheduled service day immediately before the holiday, he/she absents himself/herself and the absence is for reasons other than paid sick leave, vacation or off with permission.
2. If an employee is scheduled and not excused from work on a holiday and fails to work for reasons other than paid sick leave or vacation, he/she shall receive no pay for the holiday.
3. If an employee works on any of the holidays above mentioned, his/her total compensation shall be two hundred (200%) percent of his/her basic hourly rate, plus his/her holiday pay.

## ARTICLE 20 VACATIONS

### A. VACATIONS

1. Employees shall earn vacation as follows:

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

2. On the first pay in February, an employee shall receive full pay at the prevailing hourly rate for each unused day over thirty (30) as of December 31 of the previous year, provided the employee has taken a minimum of ten (10) days' vacation in the previous calendar year. If ten (10) days' vacation are not taken during the calendar year, whatever untaken portion of the ten (10) days will be forfeited.
3. On the first day of each month, all employees will be credited their vacation hours in accordance with their seniority on the first day of each month (not on their seniority date).
4. When a sickness occurs while on annual leave, the time may be charged to sick leave at the employee's discretion 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 upon return.
5. 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.
6. Scheduled vacations will be granted at such time during the year as are suitable, providing the City is informed of the employee's desire on April 1st of each year and this does not cause a hardship on the department. Unscheduled vacations will be granted at such time during the year as suitable and providing this does not cause a hardship on the department. In the event two or more employees desire the same time, seniority will prevail.
7. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation. The intent is to limit the taking of annual leave to a minimum of one calendar week with the following exceptions:
  - a. Employees with one year seniority will be allowed to take vacation in half- day increments provided request is received at least by the end of shift the previous work day. Such vacation will be granted providing it does not cause a hardship on the department.
  - b. In the event two or more employees desire the same time, seniority will prevail in considering approval for requests submitted on April 1st of each year. After April 1st, the earliest request will be considered for approval.
  - c. Vacations in half-day increments will not be limited to any set number of working days per calendar year, provided the request is received at least by the end of the shift the previous workday. Half-day increments may only be used for the first half of an employee's shift or the last half of an employee's shift.
  - d. Sick leave and personal time may not be used to extend a scheduled vacation. In the event of extraordinary circumstances, the Employer may waive this requirement.

8. Employees upon prior approval of the City, may donate vacation days to another Local 1602 employee provided they retain ten (10) vacation days for their own use, and the employee who shall be the recipient of the donated days has exhausted all other accumulated paid leave time in their banks including vacation, sick time and personal days.

## ARTICLE 21 PERSONAL LEAVE DAYS

### A. PERSONAL LEAVE DAYS

1. New employees will receive two personal leave days on the first January 1st of their employment. They will receive three personal days the following January 1st, and then they will be granted the regular four personal days on each January 1st thereafter.
2. Employees who have been employed three or more years on January 1st, shall be granted four personal days for personal business that can only be attended during the course of the regular business day. Employees are required to give notice prior to the beginning of their shift. Personal leave days may be taken in one-quarter (1/4) day increments. Personal leave days shall be non-cumulative.

## ARTICLE 22 SICK LEAVE

### A. SICK LEAVE

All full-time employees hired prior to January 1, 2013 shall earn and are credited with one (1) day sick leave for each completed month of service, not to exceed twelve (12) work days per year.

All full-time employees hired on or after January 1, 2013 shall earn and are credited with three fourths (3/4) of a day sick leave for each completed month of service, not to exceed nine (9) work days per year.

1. Sick leave is provided to permit an employee to remain in a pay status while absent from work because of:
  - a. Illness or injury to the employee or a member of his immediate family that requires the employee's care or attention. Such illness of family member may require documentation.
  - b. Pregnancy
  - c. Contagious disease in own family (Note: A contagious disease normally is one in which the afflicted person is subject to quarantine.)
  - d. Any and all State or Federal mandated quarantine (refer to the City's current policy on file)
2. Accumulation of sick leave for employees hired before January 1, 2013 may not exceed the hourly equivalent of sixty (60) days at the end of any calendar year. All sick days over sixty (60) days as of December 31st shall be paid on the second payday in January at the prevailing hourly rate as of the first payday in January.

For employees hired on or after January 1, 2013, the accumulation of sick leave may not exceed the hourly equivalent of forty-five (45) day at the end of any calendar year. All sick days over forty-five (45) days as of December 31st shall be paid on the second payday in January at the prevailing hourly rate as of the first payday in January.

3. 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.
4. Sick days may be used in 1/10th increments except for the first hour of the start of the employee's shift, at which time sick time may only be taken in thirty (30) minute increments. An absence for more than three (3) consecutive days must be supported by a doctor's signed statement.
5. Probationary employees shall not be paid upon termination for sick hours, nor shall they be paid for sick time off until they have completed probationary period.
6. Employees, upon prior approval of the City, may donate sick days to another 1602 employee provided they retain seven (7) sick days for their own use, and the employee who shall be the recipient of the donated days has exhausted all other accumulated paid leave time from their leave banks including vacation, sick and personal days.
7. Two (2) sick days per year during the contract year may be used and designated, when calling in, as "service days," which may be used by employees as personal days in quarter day increments if other specified personal days have been exhausted, providing he/she has the sick time in his/her bank. The use of these two sick days as "service days" shall not be counted as sick leave for purpose of determining whether employee is entitled to receive additional vacation days as noted in 8 below.
8. Employees who use three sick days or less in any calendar year and who had more than one year of service at the beginning of that same calendar year, shall be entitled to receive an additional two and one half vacation days, to be credited on January 1 of the following year.

## ARTICLE 23 LONG-TERM DISABILITY

### A. LONG-TERM DISABILITY

Employee will be required to use 30 days of accumulated sick leave. If sick leave is exhausted, employees may then use other accumulated leave. While an employee is on long-term disability, sick and vacation time does not accrue.

1. Employees shall be covered by a 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 (70%) percent of their base pay for the term of disability during the first year of continuous disability.
- b. Employees covered under long term disability shall be limited to twelve (12) months coverage for any one illness or injury and subsequent related illness or disability. Only one qualifying period will be required for the same re-occurring illness. The qualifying period may be charged to the employee's sick or vacation bank. The City retains the right to implement separation of employment upon failure to return to work after twelve (12) months of disability leave of absence.
- c. 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:
  - i. 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.
  - ii. In order to continue the LTD payments past the date of the City Doctor's opinion the employee must:
    1. request a third opinion and (2) execute a contingent repayment agreement authorizing the City, if the final determination is in the City's favor, to deduct repayment from the employee's paycheck and/or sick and vacation banks.
    - iii. 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.
- d. Base pay is to be re-computed on the employee's classification adjusted rate.
- e. Bargaining Unit employees, while drawing disability under the Long Term Disability Program, will continue to be covered by hospitalization (or medical insurance they are being covered by at that time), Life Insurance, Dental and Optical provided by the Employer. The normal employee healthcare payroll contributions shall apply.
- f. During the thirty (30) day qualifying period prior to drawing benefits of the Long Term Disability, the disabled employee shall not suffer loss of any insurance benefit coverage, i.e. hospitalization, Life Insurance, Dental, Optical. In the event that an employee does not have enough sick time or vacation time accrued to cover the 30 day qualifying period, the employee shall serve such period, or portion of the period, without pay.

- g. Worker's compensation cases shall not be covered under this Section. It is agreed that employees cannot be paid double for time lost from the job, i.e. LTD and Worker's Compensation. If, at some future date a Worker's Compensation claim is filed and awarded for the same period of time that LTD has previously been paid, the employee involved shall reimburse the City for any LTD payments received.
- h. The City reserves the right to obtain validation of injury/illness and/or verification to return to work from the assigned City Doctor.

## ARTICLE 24 FUNERAL PAY

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) work days off with pay. An immediate member of his/her family for this purpose shall be deemed to be his/her 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) work days 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) work days off. In order to be paid for this time off, the employee must use accumulated leave in his/her leave banks.

Proof of death is required. The department shall supply a funeral leave form to be completed by the employee upon his/her return from funeral leave. Use of sick leave under Article 24 shall not be considered the use of sick leave for determining additional vacation under Article 22 A8.

## ARTICLE 25 JURY DUTY PAY

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

## ARTICLE 26 INSURANCE AND PENSION

### A. HOSPITALIZATION PROGRAM

1. 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. In the event P.A. 152 is repealed, the cost-sharing in place at the time the Act is repealed shall remain in effect.
2. 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 health insurance provider. 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.

This coverage shall be continued until the employee and/or his/her spouse reaches eligibility for Medicare upon reaching age 65 or due to disability.

3. The City may add health plans if doing so provides substantially similar coverage and a premium range from which the employee may select.
4. For current, active employees hired prior to March 19, 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 his/her 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.

At the time the retiree and his/her spouse reach age 65 and become eligible for Medicare either due to turning age 65 or due to disability, they shall be removed from the City's health plans and instead shall be entitled to a Health Reimbursement Account (HRA) to be used to cover the cost of the Medicare Advantage or Supplemental Plan of their choosing. Beginning with the calendar year 2023, the City shall reimburse the retiree the cost of these plans at \$3,798.01 per year for single coverage and \$7,596.03 per year for 2-person coverage with subsequent annual increases in the HRA stipend based upon the Medical Consumer Price Index (CPI). This stipend shall increase no more than once per year.

5. No retirement insurance shall be provided by the City for employees who are hired after March 19, 2010.

**B. PENSION**

1. For employees hired on or before March 19, 2010, the City shall meet all requirements of Act 427 of Public Acts of Michigan of 1984, as amended, and as negotiated and implemented. Except as provided in paragraphs 2 - 4, below, the Pension Program shall consist of the B-4 retirement plan with riders E, E-1, E-2, F-55, eligibility for retirement at age 50 & 25 years, V-8, and RS-50.

2. Effective 1/1/2001, except as provided in paragraph 3, below, the Pension Program shall also include 25 and out (eligibility to retire with twenty five years of service, regardless of age); and B-4 with a 2.8% multiplier for the first 25 years of service, and a 1 % multiplier for each year of service thereafter.
3. Employees with a hire date before 6/21/99 will receive the Pension Program described above, and the Pension Program for all new hires after that date and before 3/19/10 will be: the B-3 retirement plan with a 2.25% multiplier, with E, E-1, E-2, F-55, eligibility to retire at age 50 with 25 years of service, V -8, and RS-50.
4. Employees hired after March 19, 2010 shall be provided a Defined Contribution Retirement Plan. The employee shall pay on a pre-tax basis 5% of their wages into their Defined Contribution Plan. The Employer will on the date of the first anniversary of the Employee put a sum equal to 10% of the Employee's wages, of the first year, into the Employee's Defined Contribution Plan. From that date forward, the Employer shall put 10% of the Employee's base bi-weekly earnings which includes overtime and the payout of any bonuses or vacation, etc. payouts into the Defined Contribution Plan each pay period (bi-weekly).
5. All employees shall pay on a pre-tax basis 5% of their pensionable wages as their contribution toward their pension.
6. Active employees effected by layoff between February 1, 2010 and June 30, 2015, will be allowed to purchase time for the period they were laid off. The employee will be responsible for their portion as outlined in previous programs. The purchase of time is subject to all applicable, laws, rules, and regulations and MERS policies and procedures. The decision of MERS regarding any employee's purchase of time shall be final and not subject to challenge in any way, including appeal, grievance, arbitration, litigation, or other administrative action (each, an "Action"). The Union understands that the City does not exercise influence or control over MERS and covenants not to name the city, its elected or appointed officials, employees, agents, attorneys, insurers, or other representatives as party to any Action concerning any decision by MERS arising out of or related in any way to the purchase of time. This paragraph shall be specifically enforced by any court, arbitrator, or any other presiding officer to an Action.

### C. WORKER'S COMPENSATION

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

If Worker's Compensation benefits are reduced by legislation to an amount less than the current level, then (after the twelve (12) month period) the Employer shall pay to the employee, after deduction of taxes, a take-home amount necessary to restore the employee's benefit to an amount equivalent to the

Worker's Compensation benefit level in effect as of March 1, 1984. The intent of this paragraph is to assure that the employee will not suffer a loss in take-home dollars as a result of any changes in the Workers Compensation Law while he/she is off with a work-related injury or disability.

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

#### D. DENTAL PROGRAM

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

#### E. EYESIGHT PROGRAM

1. The City will provide all active employees and their eligible dependents the EyeMed Plan for optical benefits. If other Union groups move into the EyeMed Plan and agree to pay toward the plan, the Union agrees to share the costs of EyeMed administrative processing fees currently set at \$1.00 per person per month through June 30, 2023.
2. Retiree Optical Benefit:
  - a. For those employees retiring after 7/1/95, the City agrees to reimburse the retiree for an eye exam and a maximum of one-hundred (\$100) dollars for the purchase of corrective eye glasses or contact lenses (non-prescribed "reader" glasses and non-prescribed sunglasses are not eligible for reimbursement) for the retiree and spouse. Paid receipts will be submitted to the City's Finance Department for reimbursement. Payment shall be made within two (2) weeks of the date the City receives receipts of paid bill.
  - b. The retiree and the retirees' spouse shall be eligible for such reimbursement once every two (2) years from and after the date expenses are incurred.
  - c. For employees hired after the date of ratification, paragraphs 2a and 2b above do not apply.

#### F. LIFE INSURANCE

Employees will be eligible for the fifty thousand (\$50,000) dollar Life and Accidental Death and Dismemberment Insurance Policy beginning the first (1st) day of the month following hire date. The City's

Personnel Department will undertake all reasonable efforts to assist the beneficiaries in receiving timely payment from the life insurance carrier. If the Union submits continued problems with the life insurance carrier, the City will consider seeking another carrier in future contracts.

#### **G. RETIREES LIFE INSURANCE**

1. Employees who retire under MERS shall receive one thousand (\$1,000) dollars of life insurance for each year of ACTUAL EMPLOYMENT that they had with the City of Westland, up to a maximum life insurance coverage of twelve thousand (\$12,000) dollars.
2. City of Westland employment shall consist of all full time employment afforded to the City.
3. For employees hired after the date of ratification, paragraphs 1 and 2 above do not apply.

## **ARTICLE 27 MILEAGE**

If employees are required to use their own cars, they will follow the City's current mileage reimbursement policy.

## **ARTICLE 28 EDUCATION**

#### **A. TUITION REIMBURSEMENT**

Employees will be reimbursed 90% of expenses, not to exceed \$2,500 in any calendar year, for tuition, lab fees, registration fees, course mandated text books, provided (1) they receive prior written approval of the Personnel Department and dependent upon funds being allocated in the City's budget, (2) the course is taken at an accredited institution, (3) the employee successfully completes the course and obtains an passing grade, (4) the course relates to the type of work and jobs performed by employees of the City of Westland.

#### **B. EDUCATION**

Employees hired prior to April 4, 2023 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), Elections Official Accreditation, Builder's license, Building Inspector license or Building Official license. Stipend: \$1,000

**Level 2:** Bachelor's degree (or 120 college credit hours), 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. Upon hire/promotion/retirement, a prorated portion of the education stipend will be paid on the employee's first check for new hires/promotions or on the employee's final check for retirements. No proration will be done for resignations/terminations.

## ARTICLE 29 UNIFORMS

Effective July 1, 2010, the City will provide uniforms that it designates and will bear the cost of washing. Outside employees will be provided shirts and pants. Should temperatures warrant, outside employees will be permitted to wear, at their own cost and cleaning, shorts provided they are black or navy blue in color. Cut off jean shorts or denim is not permitted.

The City will provide a \$250 Safety & Apparel allowance per member, to be paid on the first pay in August.

## ARTICLE 30 PAY PERIOD

All employees will be paid by check or by direct deposit every two (2) weeks (biweekly). All employees will be on a one week holdback for payment of wages earned. Checks will be distributed by the Department Head, or his/her designate, and will be paid every other Friday. It is recognized that certain deductions will appear on all checks, such as federal withholding, social security, retirement contributions and union dues.

Where by payroll error an employee is underpaid or overpaid, the Employer is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The Employer shall notify an employee in writing seven (7) calendar days prior to making any overpayment recovery. Employees shall provide written consent to the Employer for repayment deduction upon notification, if legally required.

The correction of the underpayment shall be made on the next regular paycheck after the underpayment is verified by the Employer, unless there is inadequate time to process the correction; in that event, the correction shall be made on the following regular paycheck.

## ARTICLE 31 WAGES

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

The pay grade schedule is as follows:

<u>Pay Grade</u>	<u>Hours/Week</u>	<u>5% 4/4/2023</u>	<u>3% 1/1/2024</u>	<u>2% 1/1/2025</u>	<u>2% 1/1/2026</u>
C1	35	25.7316	26.5035	27.0335	27.5741
C2	35	26.3567	27.1474	27.6903	28.2441
C2a	35	27.8796	28.7159	29.2902	29.8760
C3	35	29.3912	30.2729	30.8783	31.4958
M1	40	26.3567	27.1474	27.6903	28.2441
M2	40	27.4365	28.2595	28.8246	29.4010
M3	40	27.8569	28.6926	29.2664	29.8517
M4	40	28.6412	29.5004	30.0904	30.6922
M5	40	29.5277	30.4135	31.0217	31.6421

The first pay following ratification, a one-time safety and training payment of \$350 will be paid to each member.

The progressive wage scale is as follows:

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

80% of the maximum at first year of employment

90% of the maximum after second year of employment

100% of the maximum after third year of employment

At any point after successful completion of the probationary period, management has the right to make a request to the HR Department to move an employee up the progressive wage scale. The union president will be notified where the employee will be placed on the progressive wage scale.

As of the date of ratification, Appendix A reflects current positions and pay grades assigned. Per Article 9A9 and 9A10, these pay grades can change based on duties assigned.

The following describes the pay scales for the below positions:

1. Mechanic I with a 3 year step: 0-12 months at 85 percent, 13-24 months at 90 percent, 25-36 months at 95 percent, 37+ months at 100 percent.
2. Mechanic II with a 1-year step: 90 percent at start, 95 percent after 6 months, 100 percent at 1 year.
3. Senior Mechanic with a 1-year step: 90 percent to start, 95 percent after 6 months, 100 percent at 1 year.

## ARTICLE 32 SUBCONTRACTING

### A. SUBCONTRACTING

1. The intent of subcontracting will not be a deliberate attempt to erode the Bargaining Unit. The City's right to subcontract shall remain as described in Article 9.

## ARTICLE 33 CERTIFICATIONS/LICENSES

### A. MECHANICS CERTIFICATION

1. Mechanic I will have six (6) months to obtain two (2) auto repair and two (2) heavy truck certifications. Mechanics shall be required to be State Certified in three (3) heavy-duty repair operations and four (4) auto repair operations in order to qualify for hiring, transfer or promotion into the position.
2. Mechanic I will automatically be reclassified to Mechanic II if he/she becomes certified in three (3) heavy duty repair operations and four (4) auto repair operations.
3. Any mechanic, current or future, who is certified or becomes certified in fifteen (15) repair operations (categories) shall automatically be reclassified as a Senior Mechanic. (Motorcycle cert not required)
4. Current mechanics holding permanent status, or provisional status which transitions into permanent status, shall be grandfathered into their current positions without having to be certified as a requirement of employment in the mechanic classification. Current mechanics shall, upon their own volition, test for certification and/or seek training or education through the tuition reimbursement provisions of the contract.

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

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

both A and B tests. Instructors who indicate their interest in providing instruction shall be selected at management's discretion.

6. When employees who are qualified instructors for the CDL Program conduct formal training on a given day, they will be compensated at the Chief Building Inspectors Hourly rate.
7. The City will reimburse employees for the difference in cost between a normal operator's license and a CDL including the "P" endorsement for all employees that shall and desiring to have a CDL to perform the work of their current classification. The City will also pay for any necessary medical exam from the City Doctor for those employees required to have a CDL.

All outside classified employees within the bargaining unit are required to maintain a Commercial Driver License (CDL). Employees who fail to maintain their CDL shall realize a reduction in pay to the lowest pay rate within the DPS, at the present time the rate of an M1 Equipment Operator until such time as they are able to regain said CDL. Employees who lose their CDL due to medical reasons (other than substance abuse) may utilize an opportunity to enter a position on a training basis for a period of 90 days providing the employee can meet the normal job requirements at the end of the period. If the position was previously held by the employee, the normal job requirements will apply instead.

#### **C. DRINKING WATER OPERATOR CERTIFICATION**

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

#### **D. ACTION INVESTIGATION AND MITIGATION TEAM CERTIFICATION**

All employees are required to have specialized training listed in the job descriptions. Employees shall be allowed release time (as approved by the General Foreman or Department Head) to attend the available classes/seminars to attain the required certification for the job provided that such release time does not cause a hardship on the department. Opportunities shall be made available, as equitably as possible. Employees may attend employer-paid accredited seminars/classes on the employee's own time. The cost of required classes/seminars and membership fees for employees in this position shall be paid by the City.

## ARTICLE 34 SAVINGS AND ZIPPER CLAUSE

### A. SAVINGS CLAUSE

If any Article or Section of this Agreement or Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement or Supplements thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### B. ZIPPER CLAUSE

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

## ARTICLE 35 DURATION AND TERMINATION

This Agreement constitutes the entire Agreement between the parties and shall remain in full force from and after the date hereto until December 31, 2026.

Either party shall give written notice to the other party sixty (60) days prior to December 31, 2026, of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

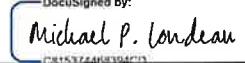
Notice of desire to modify the Contract shall serve as notice to terminate the Contract. Upon receiving such notice, the other party shall, within twenty-one (21) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement.

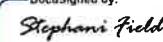
Failure to reach an Agreement within the sixty (60) day period shall terminate the Agreement unless the parties mutually agree, in writing, to extend the Agreement. The terms of the Agreement to extend shall prevail.

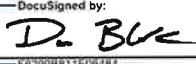
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 4th day April, 2023.

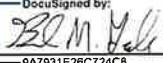
5/2/2023  
DATE: \_\_\_\_\_

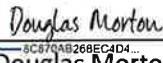
### City of Westland

DocuSigned by:  
  
 Michael P. Londeau  
5F324C446185460

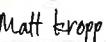
DocuSigned by:  
  
 Stephani S. Field, HR Director  
6F324C446185460

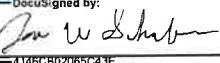
DocuSigned by:  
  
 Dan Block, Budget Director  
F62D948117F06484

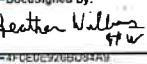
DocuSigned by:  
  
 Brandon Grysko, City Attorney  
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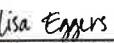
DocuSigned by:  
  
 Douglas Morton, Water & Sewer Superintendent  
8C670A8268EC4D4

### AFSCME Local 1602

DocuSigned by:  
  
 Matt Kropp  
A51C070C5C6E44404

DocuSigned by:  
  
 Jon Schaber, Bargaining Committee  
4146CB02065C43E

DocuSigned by:  
  
 Heather Williams, Bargaining Committee  
4F1E0C920B09419

DocuSigned by:  
  
 Lisa Eggers, Bargaining Committee  
94105B2091B5E4BA

DocuSigned by:  
  
 Giselle Wild, Bargaining Committee  
03591ABE850493

DocuSigned by:  
  
 Mel Brabson  
4475E0578FB0496

## APPENDIX A

### Clerical Positions

	<u>Pay Grade</u>
Senior Cashier	C2
Cashier	C1
Senior Finance Secretary	C2
Water Biller	C2
Accounting Specialist - Bookkeeper	C3
Accounting Specialist - Taxes	C3
Senior DPS Secretary	C3
Water Support Clerk	C1
Planning and Diversity Secretary	C1
Building Support Clerk	C1
Council/ZBA Secretary	C3
Police & Fire Civil Service Secretary	C1
Elections Clerk	C2
CD Senior Secretary	C2
Housing Specialist	C1
Sr. Housing Specialist	C3
Economic Development Secretary	C1
Fire Secretary	C1
Information Technology Secretary	C1
Payroll Specialist	C3
Parks & Rec Secretary	C1
Records Clerk	C1
Detective Bureau Secretary	C1

### DPS Positions

Equipment Operator	M1
Senior Equipment Operator	M2
Crew Leader	M3
Water Crew Leader	M4
Mechanic 1	M2
Mechanic 2	M4
Senior Mechanic	M5
Action Investigation and Mitigation Team Crew Leader	M4
Action Investigation and Mitigation Team Senior Operator	M2
Action Investigation and Mitigation Team Equipment Operator	M1
Facility's Maintenance Specialist	M1
Engineering Specialist	M1