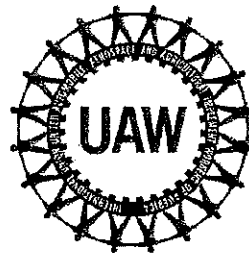


CITY OF WESTLAND

and

U.A.W. LOCAL 174



Collective Bargaining Agreement
July 1, 2010 through June 30, 2014

**U.A.W. LOCAL 174 CITY OF WESTLAND SUPERVISORY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT
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THIS AGREEMENT entered into this 1st day of July, 2010, between the City of Westland (hereinafter referred to as the "Employer") and the City of Westland Supervisory Association, Unit of Local 174, UAW (hereinafter referred to as the "Union").

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

PURPOSE AND INTENT

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

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

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

ARTICLE 1

Recognition

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

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

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

ARTICLE 2

Management Responsibilities

A. Control and Management

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

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

B. Selection and Directions of the Working Forces

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

ARTICLE 3

Union Security

A. Union Membership

1. As a condition of employment, each Supervisory employee in the Bargaining Unit on or before the 30th day after employment in the Bargaining Unit, whichever is later, and regularly thereafter, shall tender to the Association either periodic and uniformly required Union dues, or in the alternative,

service fees as determined by the Union in an amount not to exceed the monthly dues. This shall not represent for matters of qualification during the employee's trial period.

2. The Employer shall provide to the Local Union the name of those Supervisory employees hired.

B. Checkoff

1. The Supervisory employee shall complete both the application for membership and the Authorization for checkoff of dues or service fees and return them to the Union's Financial Officer. Thereafter, dues or service fees and assessments as determined by the Union shall be paid monthly to the Union.
2. During the life of this Agreement and in accordance with the terms of the authorization for checkoff of dues or service fees, the Employer agrees to deduct the membership dues or service fees as determined by the Association from the pay of each Supervisory employee who executes or has executed the authorization for checkoff of dues or service fees.
3. The initial deduction for any Supervisory employee shall not begin unless the authorization for checkoff of dues or service fees and the certification of the Union's Financial Officer as to the amount of the periodic Union dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected payday.
4. All such sums deducted shall be remitted to the Financial Officer of the Union by prepaid check not later than one (1) week after deductions are made.
5. In cases where a deduction is made which duplicated a payment already made to the Union by a Supervisory employee or where a deduction is not in accordance with the rules as determined by the Union, refunds to the Supervisory employee shall be made by the Union.
6. The Employer shall not be liable to the Union by reason of Section B of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Supervisory employee.
7. The Employer shall not, during the life of this Agreement, deduct dues or service fees from the Supervisory employees for any organization other than the Union without the Union's written permission.

C. Termination for Failure to Comply

1. A Supervisory employee in the Bargaining Unit who fails to tender the Union either periodic and uniformly required Union dues or service fees as set forth by the Union shall be terminated by the Employer, provided the following procedures are adhered to:
 - a) The Union shall notify the Supervisory employee by certified or registered mail explaining that he/she is delinquent in tendering required Union dues or service fees, specifying the amount of the delinquency, and warning him/her that unless delinquent dues or service fees are properly paid and

a properly executed authorization for checkoff of dues or service fees is tendered within (10) calendar days of such notice, he/she will be reported to the Director of Personnel for termination as provided for in the Article.

- b) The Union shall give a copy of the letter sent to the Supervisory employee and include the following written notice to the Labor Relations Department at the end of the ten (10) calendar days:

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

- c) The City within thirty (30) calendar days of receipt of written notification from the Union shall terminate the Supervisory employee.

2. The Union shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

ARTICLE 4

Union Activities

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

meeting will be between the representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conference shall be made in advance.

6. Upon prior request and approval, the City shall make available a suitable room for use by the Union at no charge.
7. Upon written request to the Labor Relations Department, an employee will be permitted to review his/her complete personnel records twice per calendar year, at the office of the Labor Relations Director, in accordance with existing laws.

ARTICLE 5

Seniority

A. Probationary Employees

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

B. Seniority

Seniority is determined by the employee's period of employment as a member in the Union unless otherwise provided for in this agreement. Notwithstanding their places on the department or unit wide seniority lists, the Union's Executive Board, i.e. President, Vice President, Secretary, Treasurer and Member-At-Large shall be deemed to have the most seniority, for the purpose of layoff only, in their department, providing they are able to do the available work.

C. Loss of Seniority Accumulation

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

D. Loss of Seniority

Seniority shall be broken and forfeited if any employee:

1. Quits or retires.

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

ARTICLE 6

Layoff

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

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

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

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

ARTICLE 7

Printing of Agreement

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

ARTICLE 8

Grievance Procedure

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

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

Step 1

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

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

Step 2

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

Step 3

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

American Arbitration Association. The Arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

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

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

- a) No grievance, verbal or written, withdrawn or dropped by the member or Union or granted by the Employer, prior to the final step of the grievance procedure, will have any precedential value. The sentence immediately above applies only to grievances resolved after the effective date of this Contract.
- b) The Union shall have the right, through its Executive Board, to file a grievance directly with the Labor relations Director at Step 2 of the Grievance Procedure if the Executive Board and/or the Union believes that the alleged violation affects the members of the entire Association. In such case, the Union shall be deemed to be the grievant.
- c) There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party in interest, or his Union representative, any member of the Executive Board, or any other participant in the procedure set forth herein by reason of such participation. No reprisals, political or otherwise shall be taken against Administrative Personnel for enforcing their rights and obligations within the context of this contract.
- d) No claims, including claims for back wages, by any employee covered by this Agreement, or by the Union against the City, shall be valid for a period of more than three (3) working days prior to the date the grievance was first discussed (Step 1), unless the circumstances of the case were unknown by the employee, or the Union, as the case may be, and that he or the Union has grounds for such claim prior to that discussion in which case the claim shall be limited retroactively to a period not to exceed fifteen (15) calendar days prior to the date the employee or the Union first processed the grievance.
- e) Time limits between the various steps may be waived and/or extended by mutual written agreement.
- f) Past grievances, disciplinary actions or reprimands will not be considered as evidence in a current disciplinary action if any of the same type of infractions has not occurred within the last two years.

ARTICLE 9

Strikes and Lockouts

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

ARTICLE 10

Savings Clause

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

ARTICLE 11

Standards and Practices

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

1. Foremen assigned vehicles in the course of employment for on-call purposes may drive City vehicles to and from their residence in Westland or within ten miles, one way, of the DPS building.
2. The Personnel Department shall notify the Executive Board of the Union, in writing, of job openings within the Union.
3. If employees are required to use their personal vehicle in the course of employment, they will be reimbursed at the then current rate set by the IRS for work-related mileage other than travel to and from home.
4. It is understood and agreed that Management has the exclusive right to assign and transfer Foremen within the same pay grade. It is further agreed that Management will notify all Foremen to be transferred at least five (5) work days in advance of the re-assignment and transfer. It is further understood that prior notice will be waived when transfers are required due to an emergency.

5. Management and the Union recognize the value of periodic performance evaluations in improving employee performance evaluations in improving employee performance and correcting problem performance. The evaluation shall not, in itself, be a cause for disciplinary action.
6. Work week and holidays - The employees shall be expected to work the same regular work schedules as the employees they regularly supervise in the AFSCME bargaining unit, except that Foremen shall work such schedules as may be determined by the Department Director. Employees shall receive the following Holidays off work, with pay: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, all Primary and General Election Days, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. If the Holiday falls on Sunday, it shall be celebrated on the following day. If the Holiday falls on Saturday, it shall be celebrated on the Friday before said Holiday.
7. Leaves of Absence:
 - a) Leaves of absence without compensation may be granted by the Department Director for a period no longer than thirty (30) days, upon written request by the employee stating purpose of the leave. Request for leaves of more than thirty (30) days must be approved by the Personnel Director or the Mayor.
 - b) The employee, upon request, shall be granted a family leave to tend to the care needs of the employee's immediate family (defined as spouse, expectant children, children and parents) not to exceed six (6) months. A certification from the appropriate physician is required.
 - c) When returning from any leave of absence, the employee shall notify the Labor Relations Department in writing at least three (3) working days before their return to work.
 - d) An employee will have the right if elected or appointed to a public office, regardless of when such election or appointment may have occurred or will occur, to be given a leave of absence for the term of their office and accrue seniority. Such individuals may return to this bargaining unit from an appointed or elected position only in the event that they are demoted from an appointed position, or they are displaced or removed due to political reasons. Similarly, Supervisory unit members who are eligible may return to the AFSCME Local 1602 bargaining unit if they are demoted or they are displaced by the return of an elected or appointed employee to the Supervisory bargaining unit.
8. The City may temporarily upgrade any individual to a classification covered by this agreement for up to 60 days in any 180 period. Any employee upgraded from the non-supervisory unit for a period of up to 60 calendar days, shall be paid at an hourly rate representing up to 95% of the maximum allowed in the contract for that position.
9. The City reserves the right to publish work rules from time to time. Such rules will become effective 24 hours after publication. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.

10. Effective upon final ratification of this agreement, the following Fatigue Time provisions will be followed:
- a) Should an employee work a shift and a half or more within a continuous twenty-four (24) hour period, starting with his/her normal shift time he/she shall be released, if he/she desires, for a period of eight (8) hours before he/she is required to report to work for his/her next normal work day. If all or any part of the eight (8) hour period coincides with the employee's next normal work day, he/she shall suffer no loss of his/her straight time pay he/she normally earns during such period.
 - b) Should an employee work six (6) hours or more any time prior to the start of his/her shift, 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. 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.
 - c) All hours worked between midnight and 4 a.m. on a regular work day shall be compensated at the employee's double time rate.

ARTICLE 12

Fringe Benefits

A. Uniforms

Employees assigned to maintenance and building positions will be required to wear a uniform while on duty. Uniform allowance will be eliminated July 1, 2010. Effective July 1, 2010, the City will provide uniforms that it designates and will bear the cost of washing. Outside employees will be provided shirts and pants. Should temperatures warrant, outside employees will be permitted to wear, at their own cost and cleaning, shorts provided they are khaki, black or navy blue in color. Cut off jean shorts or denim is not permitted.

B. Tuition

Employees will be reimbursed 90% of expenses, not to exceed \$3,000 in any calendar year, for tuition, lab fees, registration fees, course mandated text books, provided (1) they receive prior written approval of the Personnel Department, (2) the Finance Department verifies the City has appropriate funds to reimburse, (3) the course is taken at an accredited institution, (4) the employee successfully completes the course and obtains a passing grade, (5) the course relates to the type of work and jobs performed by employees of the City of Westland.

C. Life Insurance

The City agrees to provide a \$50,000 Life Insurance Policy with Accidental Death and Dismemberment. A \$12,000 Life Insurance Policy for retirees drawing MERS pension will be provided.

D. Dental Insurance

1. Employees

The City shall provide for 100% of the dental insurance costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) services and ninety (90%) percent of the balance of Class I benefits as paid by Delta, and eighty (80%) percent of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year (\$1000 max effective year beginning 11/1/95) on Class I and Class II benefits. Eighty (80%) of treatment costs paid by Delta on Class III (Orthodontic) benefits with a \$1000 lifetime maximum, or the equivalent provided the Union is supplied with copies of any proposals by new carriers. In the event that the Association questions the comparability of equivalency, the plan cannot be implemented until a mutually-agreed-to insurance consultant arbitrates and rules that the plan is equivalent or better.

2. Retirees

For retirees and their spouses and eligible dependents after 1/1/96 the City shall provide 5% per full year of service to the City of Westland of the dental insurance costs for the treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) services and ninety (90%) percent of the balance of Class I benefits as paid by Delta, and eighty (80%) percent of treatment costs paid by Delta on Class II benefits, with a \$1000 lifetime maximum per person per contract year on Class I and Class II benefits. Eighty (80%) of treatment costs paid by Delta on Class III (Orthodontic) benefits with a \$1000 lifetime maximum. The City shall not change or substitute equivalent retirement dental insurance providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.

E. Eyesight Program

Effective July 1, 1999, the City will reimburse employees and retirees covered by this agreement for their regular eye exam plus optical expenses up to a maximum of \$150.00 within any two year period per eligible person(s) defined herein as an active employee, his/her dependents, retirees drawing a MERS pension and their eligible dependents, for expenses incurred in the purchase of eye glasses and/or frames, contact lenses, and/or for an eye examination; provided, however, that the paid receipts are submitted to the City's Personnel Department for reimbursement. Management reserves the right to (fully or self) insure optical coverage for active employees, retirees and dependents provided coverage is the same or better (i.e. every two years, includes examination, lenses, etc.).

F. Funeral Leave

In case of death in the immediate family of any employee, the employee will be granted a leave of absence with pay not to exceed five (5) work days if needed.

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

Two (2) days funeral leave will be allowed for aunts and uncles of employees. One (1) work day will be granted for the death of a niece or nephew. This leave is not chargeable to annual or sick leave credits.

G. Long Term Disability

1. Each bargaining unit employee shall be covered by at Long Term Disability Program as follows:
 - a) Employees shall be eligible on the thirty-first (31st) consecutive calendar day of disability to be paid ninety (90%) percent of their base pay for the term of disability during the first (1st) year of disability.
 - b) For the second (2nd) year of continuous disability, the employee shall be paid eighty (80%) percent of their base pay.
 - c) Base pay is to be computed on the employee's classification adjusted rates annually.
 - d) Employees covered under Long Term Disability shall be limited to a total of twenty-four (24) months coverage during their employment with the City of Westland.
 - e) Only one qualifying period will be required for the same re-occurring illness.
 - f) The qualifying period may be charged to the employee's sick or vacation bank.
2. Bargaining Unit employees, while drawing disability under the Long Term Disability Program, will continue to be covered by Longevity Pay, Blue Cross/Blue Shield, or the equivalent selected by the employee, and Life Insurance provided by the Employer.

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

3. Worker's Compensation cases shall not be covered under this Section. It is agreed that employees cannot be paid double for time lost from the job, i.e. Long Term Disability and Worker's Compensation. If, at some future date, a Worker's Compensation claim is filed and awarded for the

same period of time that Long Term Disability has previously been paid, the employee involved shall reimburse the City for Long Term Disability payments received. Injury/illness and/or verification to return to work from the assigned City doctor. In cases where there is a disagreement between the employee's doctor's opinion and the City's Doctor's opinion, then the parties shall select a mutually agreeable third doctor. After his examination and opinion are rendered, his decision shall be binding on the parties.

H. Hospitalization

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

This coverage shall be continued until the employee and/or his/her spouse reaches eligibility for Medicare. Upon becoming eligible and enrolled in Medicare, the aforementioned medical plan will coordinate with Medicare.

2. Effective July 1, 2010, the City will provide active employees who were hired after July 1, 2010, Blue Cross Blue Shield PPO-2 (PPO-2 benefit plan summary an appendix to this agreement).

This coverage shall be continued until the employee and/or his/her spouse reaches eligibility for Medicare. Upon becoming eligible and enrolled in Medicare, the aforementioned medical plan will coordinate with Medicare.

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

4. Equivalent coverage of the above plans may be provided to current employees by the City, provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules the plan is equivalent or better. Retirees shall have the option to remain with the plan and health care providers the retiree had on his/her date of retirement.

5. Members of the Supervisory Association and retirees may participate in the Mutual Gains Program of the City as amended 8/1/95, as amended.

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

6. For employees hired prior to July 1, 2010, retirement health care coverage shall be the same coverage the employee had as an active employee. The City shall not change or substitute equivalent retirement insurance plans or retirement insurance providers (including, without limitation, retiree medical insurance, etc.) for any retirement insurance plans or providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the

specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.

For employees hired by the City after July 1, 2010, there shall be no retiree health care.

7. Equivalent coverage of the above plans may be provided for current employees by the City provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules the plan is equivalent or better.

8. The City agrees to pay for hospitalization coverage at the rate of 5% per each complete year of service ACTUALLY provided the City of Westland, equivalent to that which the employee was entitled to receive immediately before retirement, for retirees, retirees' spouses, and retirees' dependent children provided that the retired employee or spouse is drawing benefits or a pension as provided for in Michigan Employees Retirement System of the Public Acts of Michigan, 1937, as amended. In the event an employee with a vested right in the MERS pension system dies, his/her survivor may continue the applicable health insurance coverage as long as the spouse remains unmarried. The amount of the premium to be provided by the City for survivor coverage shall be 5% of the cost of the monthly premium for each full year of service by the employee. Upon eligibility for the retiree medical plan under Section 6, the City will pay for said plan for the retiree and/or spouse.

9. The retiree must apply for Medicare Part A and B coverage when eligible. This provision also covers employees who have already retired and their spouses as covered under Michigan Employees Retirement System.

10. Employees transferring from another bargaining unit prior to 11/96 shall not be required to accept lesser benefits than the employee is currently receiving in the bargaining unit the employee is leaving.

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

I. Injury on the Job – Worker's Compensation

1. For on-the-job injuries, each employee will be covered by the applicable Worker's Compensation Law. Furthermore, the City agrees that for a period of twelve (12) months following the date of the on-the-job injury, to make up 100% of the difference between Worker's Compensation and the employee's current regular net weekly pay, and for the following period of six (6) months to make up 80% of the difference between Worker's Compensation and the employee's current regular net weekly pay; provided however, the City will be entitled to credit and offset any monies received by the employee during that period from any other source, including but not limited to disability retirement benefits, social security benefits, pension benefits, and wages, whether full time or part time, insurance benefits, except from private insurance carriers wherein the employee has paid for and provided the premium payments themselves.

2. The City reserves the right to subrogation, recoupment and recovery of any amounts paid hereunder to or on account of any employee because of injuries, loss or damage caused by some other person, firm or corporation; upon payment to or on account of the employee for said injury, loss or damage; the City shall be subrogated to the extent of such payment to all right of recovery by the employee for the loss resulting there from, and such right will be assigned to the City by the employee immediately upon receiving such payment.
3. All medical benefits and life insurance benefits will be continued during the period of disability, not to exceed two (2) years, unless otherwise provided for by the Michigan Worker's Compensation Act.
4. Employees off work covered by this Worker's Compensation provision shall not accrue any sick or vacation benefits after the sixth (6th) month of their disability.
5. In case of death of a non-vested employee, the City shall also keep in force medical benefits for the employee's dependents for one (1) year after date of death.

J. Jury Duty Pay

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

K. Pension

1. The City shall provide all employees hired prior to July 1, 2010, a pension plan as provided in Act 427, P.A. of Michigan of 1984, as amended. Except as provided in paragraph 3, below, the plan for all employees hired prior to July 1, 2010 and retiring during the term of this contract will be the B-4, (3 year FAC) Pension Plan with the following benefit riders: E, E-1 and E-2, F 55, F-50, V-6 and RS-50.
2. Employees shall be considered vested upon six (6) years of service (V-6) with the City of Westland as a member of the Mayor's Administrative Staff, Director, or in a position requiring membership in the Union or Local 1602.
3. Effective for persons retiring on or after January 1, 2001, the Pension Program shall also include 25 and out (eligibility to retire with twenty five years of service, regardless of age); benefit plan B-4 with a 2.8% multiplier for the first 25 years of service, and a 1% multiplier for each year of service thereafter; and riders E, E-1, E-2, F-55, FAC3, V-6, and RS-50.
4. Effective October 1, 2000, employees shall be allowed to purchase up to five years of credited service (generic time) under the terms and conditions set forth in Section 7 of the Municipal Employees Retirement System Plan Document, as amended. To purchase such service credit, the employee must pay one-half of the difference between the actuarial present value of potential benefits after crediting the specified amount of credited service and the actuarial present value of potential benefits prior to crediting the specified amount of credited service. Each employee will have only one opportunity to purchase such service credit. In the event that an employee requests to purchase such time, and fails to

follow through with the purchase, the employee shall be prohibited from requesting to purchase such service credit for a period of one year.

5. Employees hired after July 1, 2010 shall be provided a Defined Contribution Retirement Plan. The employee shall contribute 5% of their base wage into their Defined Contribution Plan. The Employer will, on the date of the first anniversary of the employee, put a sum equal to 10% of the Employee's base wages into the Employee's Defined Contribution Plan. From that date forward, the Employer shall put 10% of the Employee's base bi-weekly salary into the Defined Contribution Plan each pay period (bi-weekly).
6. Both parties agree not to negotiate a change in pension provisions for ten (10) years from the date of the 2006 – 2010 Contract (i.e. until June 30, 2016).

L. Longevity

Longevity shall be paid on the first (1st) pay day in December each year to all employees who are on the payroll as of December 1st with three (3) or more years of service to the City of Westland. Effective 12/1/99, ninety (\$90.00) dollars shall be paid for each full year of seniority as of December 1st. One-twelfth (1/12) of the yearly rate is paid for each month of service past the employee's anniversary date. Longevity will be computed from the employee's date of hire for any employee who has completed three years of service.

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

Longevity pay shall be eliminated after the December 2010 payment.

M. Vacations

1. All employees who have one (1) year seniority will be entitled to ten (10) working days vacation with pay, earned and credited at the rate of five-sixth (.833) day per month.
2. Employees with three (3) years seniority or more will be entitled to fifteen (15) working days vacation with pay, earned and credited at the rate of one and one-third (1.333) day per month.
3. An employee with seven (7) years or more of service earns, and is credited with, twenty (20) working days vacation with pay, earned and credited at the rate of one and two-thirds (1.667) days per month.
4. An employee with ten (10) years or more of service earns, and is credited with, twenty-two (22) working days vacation with pay earned and credited at the rate of one and eighty-three hundredths (1.833) days per month.
5. An employee with fifteen (15) years or more of service earns, and is credited with, twenty-six (26) working days vacation with pay earned and credited at the rate of two and one-sixth (2.167) days per

month. Effective 1/1/97, employees with twenty (20) years or more of service will be given twenty-seven (27) working days vacation with pay earned and credited at the rate of two and one-quarter (2.25) days per month.

6. Full pay at the prevailing hourly rate at time of payoff for each unused day over thirty (30) on the first pay in February, provided employee has taken a minimum of ten (10) days vacation in the previous calendar year. If ten (10) days of vacation are not taken during the calendar year, whatever unused portion of the ten (10) days will be forfeited. Once an employee chooses to have his regular pay direct deposited into a bank account, this method will be used for all City payments to that employee.
7. 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).
8. When a sickness occurs while on annual leave, the time may be charged to sick leave and the amount deducted from annual leave. Application for sick leave shall be made after return to duty and must be supported by a doctor's signed statement.
9. Upon termination, retirement or death, payment will be made full to the employee or his beneficiary of all vacation time.
10. Scheduled vacations will be granted at such time during the year as are suitable, providing the City is informed of the Employee's desire on April 1st of each year, provided it does not work a hardship on the department.
11. The understanding is to limit the taking of annual leave to a minimum of one calendar week. Limits may be waived by the department director.
12. Employees with six months or more seniority, shall not suffer any reduction in their current vacation earnings credit based on their level of service on the date of ratification due to the new vacation earnings schedule.

N. Sick Time

Three-fourths (3/4) of a day will be credited on the 1st day of each month up to a maximum of fifty (50) days. An absence for more than three (3) consecutive days must be supported by a doctor's signed statement. Full pay for each unused day over fifty (50) days at the end of the calendar year will be paid on the first pay in February. There shall be full pay for all days at termination.

Employees who use three sick days or less in a calendar year, and who had more than one year of service at the beginning of that same calendar year, shall be entitled to receive an additional two and one half vacation days, to be credited on January 1 of the following year.

O. Personal Leave

Prior to January 1, 2000, four (4) non-accrual days shall be given each July 1st for Personal Business with prior notice to the Department Director. Effective on January 1, 2000, four (4) non-accrual days shall instead be given each January 1st for Personal Business with prior notice to the Department Director.

P. 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 will be provided a second meal. No more than two meals will be provided to an employee during any continuous work period. Up to a \$7.00 allowance will be provided to employees who are afforded a meal.
2. In regard to payment of overtime in such situations:
 - a) If the employee eats on the job, he or she will be considered "as working" and paid accordingly.
 - b) If the employee eats in an eating establishment, he or 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.
3. The City will maintain accounts at three separate restaurants within the City for the employees to eat their meals.

ARTICLE 13

Supervisory Wage Information

A. Wages Progression

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

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

B. On Call

1. On-call supervisory personnel shall earn fifty five (\$55.00) dollars for each week worked on a "call basis".
2. If one supervisor is assigned to "on-call" duty for both Construction and Maintenance and Water and Sewer Divisions at the same time, then he will receive "on-call" pay in accordance with Article 13, Section B, Paragraph 1 for both jobs ($\$55 \times 2 = \110).
3. The Administration retains the exclusive rights, as conditions warrant, to assign more than one supervisor to "on-call" duty, in accordance with Article 13, Section B, Paragraph 1.
4. Supervisory employees called in when assigned to "on-call" duty shall be guaranteed a minimum of two (2) hours of work at double time. This provision shall not apply in instances of continuous overtime which is in addition to an employee's regular work day. All call-ins will be paid at this rate. Furthermore:
 - a) The City may assign said supervisory employees to any work available during such two hour period.
 - b) Any such employee called in and then released before having worked two (2) hours shall be subject to any other recall that may occur within the same two (2) hour time period.
 - c) The guarantee as to the minimum of two (2) hours call-in pay shall not apply to a recall before the expiration of his original two (2) hour call-in period.
 - d) Should another call-in situation occur during the same two (2) hour period after said employee who was called in has been released, then the employee who was released shall be recalled and shall be obligated to return to work and to perform the task or assignment, notwithstanding the fact that the new task or assignment is different than the task or assignment for which the employee was originally called in to perform.
 - e) In the event an employee does not take or accept the second call-in, then that employee shall only be paid double time for only those hours or fraction thereof the employee actually worked during the original call in, with no right to claim a minimum guarantee of two (2) hours if the hours worked are less.
 - f) At any time the number of supervisors participating in the DPS "on-call status" falls below 6 participants for more than 10 weeks, then the Foreman at the Parks & Recreation Department shall participate as a DPS "call-in status" employee until the sixth DPS employee returns to the Department.
5. In the event of a civil emergency or any other type of emergency management event, as declared in the discretion of the Mayor, all bargaining unit employees who are not on pre-scheduled vacation time or compensatory time shall be subject to mandatory call-in. Employees may be assigned to receive

emergency management training in the discretion of the City. In the event of an emergency call in, employees will perform any duties that they are assigned, regardless of their classification. If an employee fails to respond to the call in due to illness, the employee will be required to supply the City with a doctor's certification of illness. In compensation for being subject to mandatory call in, each member of the bargaining unit will receive an annual payment of \$100, payable on the first pay in February of each year.

C. Shift Premium

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

D. Compensatory Time

1. Compensatory time will be earned and taken at the rate of one-and-one-half hours for each hour worked over the employee's regular work week if approved by the Department Director.
2. Hours worked on Holidays (effective 1/1/96) and Sundays (effective 1/1/97) shall be paid at the double-time rate.
3. The City may relieve any employee who has worked 32 consecutive hours, and assign a replacement for up to 8 hours at their sole discretion, before allowing the employee to return to work.
4. All hours worked between midnight and 4 a.m. on a regular work day shall be compensated at the employee's double time rate.
5. Compensatory time payments will be made quarterly. Compensatory time accrued as of October 31 will be paid on the 2nd pay in November. Compensatory time accrued as of January 31 will be paid on the 2nd pay in February. Compensatory time accrued as of April 30 will be paid on the 2nd pay in May. Compensatory time accrued as of July 31 will be paid on the 2nd pay in August. All compensatory time paid will be at the hourly rate of the employee on the last day of the quarterly period being paid. Compensatory time off may be requested by the employee or may be ordered taken by the Department Director, however, will be taken only at the discretion of the Department Director. The City and the employee will be expected to give one (1) week's notice when requesting compensatory time off; however, this may be waived by mutual agreement. Effective July 31, 2006, employees shall no longer accrue compensatory time, but instead will receive payment for overtime worked.

E. Out-Of-Class Pay

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

F. Wages (See Appendix A For Actual Rates)

1. Pay Grade 1 represents 95% of pay grade 2.
2. The Pay Grades shall receive pay increases of zero percent (0%) for 2010, zero percent (0%) for 2011, two percent (2%) for 2012, and two percent (2%) for 2013, all raises to take effect July 1 of each year.

ARTICLE 14

Duration & Termination

This agreement constitutes the entire agreement between the parties and shall remain in full force from and after the date hereof until June 30, 2014.

Either party shall give written notice to the other party sixty (60) days prior to June 30, 2014 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 _____ day of _____, 2010.

FOR THE CITY:

William R. Wild, Mayor

Jade M. Smith, Deputy Mayor

Cindy C. King, Personnel Director

Steve J. Smith, Finance Director

FOR THE UNION:

Ted Williams, WSA President (Local 174)

John Dickie, WSA Vice President (Local 174)

Robert Patterson, WSA Secretary (Local 174)

Karen Welling, WSA Treasurer (Local 174)

John Zimmick, President, U.A.W. Local 174

Joe Cardona, Vice President, U.A.W. Local 174

Rory Gamble, U.A.W. Regional Director

APPENDIX A

Supervisory Hourly Pay Rates (Maximums)

<u>GRADE</u>	<u>NUMBER</u>	<u>HOURS</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
1	2	1820	23.08	23.08	23.54	24.01
Outreach Worker, Housing Supervisor I						
2	4	1820	24.30	24.30	24.79	25.29
Appraiser I, Confidential Secretary, Therapeutic/Rec. Super.						
3	3	1820	27.09	27.09	27.63	28.18
Housing Supervisor II, Accountant II, Document Imaging Supervisor						
4	2	1820	28.32	28.32	28.89	29.47
C.D. Specialist, Appraiser 2						
5	7	2080	27.09	27.09	27.63	28.18
Foreman						
6	4	1820*	30.95	30.95	31.57	32.20
Deputy Director, Senior Planner						
*Dep. Bldg. Director is assigned to 37 and 1/2 hour work week; all others 35 hr.						
7	0	2080	28.94	28.94	29.49	30.08
General Foreman						
8	0	2080	31.67	31.67	32.30	32.95
General Foreman of DPS Operations						

Appendix B
LETTER OF UNDERSTANDING
between
CITY OF WESTLAND
and
UAW LOCAL 174 WESTLAND SUPERVISORY ASSOCIATION
“Generic Time”

The City of Westland and UAW Local 174 hereby agree as follows:

1. The City of Westland (“City” hereafter) desires to offer employees the option of buying years of generic time to obtain the required years of credited service and to provide for a retirement opportunity for employees under the terms and conditions below.
2. UAW Local 174 (“Union” hereafter) has agreed to the terms and conditions to purchase years of generic time by eligible members of the bargaining unit.
3. The City and the Union agree that any bargaining unit member who has either (1) at least twenty (20) years of pension service credit as of June 1, 2012 regardless of age; (2) at least ten (10) years of pension service credit as of June 1, 2012 and be at least fifty-five (55) years old; or (3) at least eight (8) years of pension service credit as of June 1, 2012 and be at least sixty (60) years old; shall be allowed to accept this proposal by May 27, 2010 and shall be eligible to retire with the following terms and conditions:
 - a. Employees shall be allowed to purchase up to five (5) years of credited service (generic time) by paying five percent (5%) of last year’s pension eligible wages per year purchased. These wages include overtime, longevity, vacation and the employee’s base wages.
 - b. The employee may receive up to five (5) additional years of pension service credit to achieve a maximum of 25 years of credited service or 15 years of credited service to achieve the requirements of paragraph #3 above.
 - c. The employee must be eligible to retire no later than June 1, 2012.
 - d. Employees who do not have the minimum years to retire prior to June 30, 2010 must retire on the first day he/she is eligible to retire, after receiving the purchased service credit. Employees who have the minimum years to retire as stated in paragraph #3 above shall have until June 30, 2010 to retire after receiving the purchased service credit.
 - e. For purposes of calculating the employee’s Final Average Compensation (FAC), the employee shall have their last year’s wages increased by the amount they received as payment for any unused vacation time or any unused vacation time that is used to purchase generic time that is in the employee’s vacation bank.

- f. The employee must sign a form acceptable to the City and Union releasing the City and Union and their officials from all legal claims (not including claims for workers' compensation) through the date of signing the agreement.
- g. The employee's election to voluntarily retire no later than June 1, 2012 shall be irrevocable. Nothing in this agreement modifies the City's right to discharge an employee for just cause as defined by the collective bargaining agreement prior to this retirement date. The Union and employee retain the right to challenge such discharge through the grievance procedure, including arbitration.
- h. Employees shall be permitted to use their unused sick/vacation banks to purchase years of generic time. The employee must waive any right to payment from the City for any unused sick or vacation time that is used to purchase years of generic time. The employee shall receive payment for any remaining hours in his/her sick or vacation banks that is not used to purchase years of generic time.
- i. An eligible employee must elect by May 27, 2010 to purchase generic time and retire under this proposal. Eligible employees electing to participate by May 27, 2010 shall receive retiree medical benefits in accordance with the bargaining agreement from July 1, 2006–June 30, 2010. Purchased generic time shall not be considered service time for purposes of retiree medical insurance provided by the City.
- j. Employees who elect to purchase generic time and who could subsequently be laid off before the agreed to retirement date, will receive credit for the time during which they were laid off, as if they had remained working for purposes of calculating FAC and years of service credit for pension purposes only.
- k. Employees who have previously purchased generic service time shall be permitted to purchase additional years of generic service time, not to exceed a total of five years of generic time being purchased.

4. This Letter of Understanding will take effect only upon written approval of MERS and the Westland City Council.

Date: _____

FOR THE UNION:

FOR THE CITY:

LETTER OF UNDERSTANDING
between
CITY OF WESTLAND
and
UAW LOCAL 174 WESTLAND SUPERVISORY ASSOCIATION
“Vernon Emmons & John Dickie Retirements”

The City of Westland and UAW Local 174 hereby agree as follows:

1. The City of Westland (“City” hereafter) desires to offer employees the option of buying years of generic time to obtain the required years of credited service and to provide for a retirement opportunity for employees under certain terms and conditions; and whereby UAW Local 174 (“Union” hereafter) has agreed to the terms and conditions to purchase years of generic time by eligible members of the bargaining unit.
2. UAW Local 174 bargaining unit members, Vernon Emmons and John Dickie (“Employees” hereafter) shall be eligible to retire under normal retirement requirements effective November 1, and December 1, 2010 respectively; and
3. Employees are able to retire without participating in the Generic Time LOU as a result of previously purchasing five (5) years of generic service time at the previously negotiated rate of 50% of the cost to purchase said time; and
4. Employees, retiring under the normal retirement language contained in the Union collective bargaining agreement, will do so under terms and conditions generally less favorable than those negotiated in the Generic Time LOU; and
5. The City agrees the retirements of said Employees are desirous in helping the City address the financial challenges the lead to the Generic Time LOU; and
6. The City agrees, in a non-precedent setting manner, to permit Employees to retire under the terms of the July 1, 2006 – June 30, 2010 collective bargaining agreement as said agreement was incorporated into the Generic Service LOU.

Date: _____

FOR THE UNION:

FOR THE CITY:

LETTER OF UNDERSTANDING
between
CITY OF WESTLAND
And
UAW Local 174 SUPERVISORY EMPLOYEES UNIT

The City of Westland and Local 174 Supervisory Employees Unit hereby agree, in a non-precedent setting manner, to the following:

The current collective bargaining agreement provides for employees with a classification of Housing Supervisor II to be compensated at the pay grade of #3.

The parties agree this pay grade does not appropriately compensate said employees for the complexity and breadth of work they perform.

In order to appropriately compensate these employees, the parties agree that the rate of pay for any employee classified as a Housing Supervisor II shall be increased from the current pay grade of #3 to a pay grade of #4.

The parties agree this letter of understanding shall become an appendix to the collective bargaining agreement currently in effect.

The parties agree this Letter of Understanding shall be retroactive to July 1, 2010.

Date: _____

FOR THE UNION:

FOR THE CITY:

City of Westland

BCBS - PPO Plan 1
Medical and Rx Benefits Summary

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

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

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

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

Health maintenance exam - includes chest x-ray, EKG and select lab procedures	Covered - 100%*, one per calendar year	Not covered
Gynecological exam	Covered - 100%*, one per calendar year	Not covered
Pap smear screening - laboratory and pathology services	Covered - 100%*, one per calendar year	Not covered
Well-baby and child care	Covered - 100%* <ul style="list-style-type: none"> 6 visits, birth through 12 months 6 visits, 13 months through 23 months 6 visits, 24 months through 35 months 2 visits, 36 months through 47 months Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM Note: Immunizations for travel to foreign countries are not covered.	Covered - 100%*	Not covered
Fecal occult blood screening	Covered - 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered - 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered - 100%*, one per calendar year	Not covered

Screening mammography

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

In-Network	Out-of-Network
------------	----------------

Physician office services

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

Emergency medical care

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

Diagnostic services

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

Maternity services provided by a physician

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

Hospital care

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

Alternative to hospital care

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

Surgical services

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

	In-Network	Out-of-Network
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Human organ transplants

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

Mental health care and substance abuse treatment

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

Other covered services

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

Prescription Drugs Covered

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

Prescription Drug Copays

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