

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UTILITY WORKERS
UNION
OF
AMERICA
and
THE DETROIT WATER
&
SEWERAGE DEPARTMENT
2022–2025**



735 Randolph St.
Detroit, MI 48226
Gary Brown, Director

RATIFIED: *Pending BOWC Ratification*

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AGREEMENT

This Agreement is entered into by and between the Detroit Water and Sewerage Department (hereinafter referred to as the Employer or DWSD), and the Utility Workers Union of America, AFL-CIO and its Local #504, a labor organization (hereinafter referred to as the Union).

NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning but are for reference only.

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of DWSD in its capacity as an Employer, the Employees, the Union, and the citizens of Detroit.
- B. The parties recognize that the interest of the community, the DWSD and the employees are dependent upon the parties working together toward achieving the goals of providing a safe and plentiful water supply, protecting the environment and providing reliable service while keeping water and wastewater service affordable.
- C. 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.
- D. It is agreed by the DWSD and the Union that the DWSD is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the DWSD and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable state and federal laws.

1. RECOGNITION OF THE UNION

- A. Pursuant to the provisions of Act 336 of the Public Acts 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative of all employees of the bargaining unit described in Exhibit I for the purpose of collective bargaining in respect to rates of pay, wages, hours and conditions of employment.
- B. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

2. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights.

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, sexual orientation, age, political orientation, marital status or disability.

3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Union recognizes the prerogative of DWSD to operate and manage its affairs in all respects in accordance with its responsibilities, and the power of authority which DWSD has not specifically abridged or modified by this Agreement are retained by DWSD. The Union recognizes the exclusive right of DWSD to establish and enforce reasonable work rules. The department has the right to determine work rules necessary to implement changes required by court order.
- B. DWSD has the right to determine when overtime work is required and to schedule overtime work. Management has the discretion to assign overtime work to employees most capable of performing the necessary work within a classification.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by such employees.
- D. DWSD reserves the right to discipline and discharge for just cause. DWSD shall have the right to establish hours and schedules of work and to establish the methods and processes by which such work is performed.
- E. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority DWSD had prior to the signing of this Agreement are retained by DWSD and remain exclusively and without limitations within the rights of DWSD.
- F. The Director of DWSD, with the input and advice of union leadership shall develop a DWSD employee training program, a DWSD employee assessment, program and a DWSD apprenticeship training program.
- G. DWSD management is free to explore all available means and methods to achieve compliance with its NPDES permit and the Clean Water Act, and nothing in this CBA shall prohibit subcontracting or outsourcing as a method to achieve and maintain compliance.
- H. The Director of DWSD shall cause a review of the current employee classification to be completed and shall reduce the number of DWSD employee classification to increase workforce flexibility. Nothing in this agreement shall be construed to interfere with the Director's authority to reduce the number of employee classifications. ·

3. MANAGEMENT RIGHTS AND RESPONSIBILITIES (continued)

- I. Past practices on operational issues shall not limit operational changes initiated by management with respect to DWSD collective bargaining agreements
- J. Promotions within DWSD shall be at the discretion of management and based upon skill, knowledge and ability and then taking seniority into account.
- K. All past practices not described in this Agreement are no longer binding.

4. INTERFERENCE WITH WORK

- A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or any such strike, work stoppage, slowdown, or withholding of services.
- B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith dis-avow any such strike, work stoppage, slowdown, or withholding of services and shall re-fuse to recognize any picket line established in connection therewith. Furthermore, at the request of the DWSD, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.
- C. The DWSD shall not be required to pay the wages of employees who shall refuse to report for and be willing to work on DWSD property.

5. AGENCY SHOP

- A. The DWSD recognizes and agrees that the Union is the exclusive collective bargaining representative for all employees that are covered by this Agreement. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert pressure on or discriminate against any employee as regards to such matters. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deductions authorization form.
- B. The DWSD agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the DWSD provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice by the employee. The revocation notice must be given to both the Human Resources Unit and to the Union.
- C. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the DWSD to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request the DWSD to change the amounts so deducted more often than four times each DWSD fiscal year.
- D. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The DWSD or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the DWSD and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- E. The Union shall refund to employees, dues and service fees erroneously deducted by the DWSD and paid to the Union. The DWSD may offset any amount erroneously or

5. AGENCY SHOP (continued)

improperly deducted and paid to the Union from any subsequent remittance to the Union.

- F. The Union agrees to save and hold harmless the DWSD from any damages or other financial loss which the DWSD may be required to pay or suffer as a consequence of enforcing the above provisions.

6. NEGOTIATION COMMITTEE

For the purpose of re-negotiating this Agreement, the Union shall be represented by a bargaining committee comprised of three (3) Union members; the President, and two (2) members chosen by the Union. The Committee may also include representatives of the National Union in addition to the three (3) Officers. The time and places of such negotiations shall be mutually agreed upon by the parties.

Members of the bargaining committee who are DWSD employees will be paid for time spent in negotiations on the following basis:

- A. Straight time rate will be paid for those normal working hours spent in negotiations.
- B. No overtime, shift premium or any other special compensation over base pay will be paid for negotiations.
- C. No holiday pay or 6th or 7th day compensation will be paid despite the day on which negotiations are held.
- D. There shall be no substitution of compensatory time, vacation, swing holidays, or any other time for negotiations.

7. GRIEVANCE COMMITTEE

The Grievance Committee, for any particular grievance, may be comprised of any two (2) of three (3) Union Officers. Members of this Committee shall suffer no loss of time or pay while attending those grievance hearings which occur during their regular working hours.

The "Union Representative" referred to in Step 1 and Step 2 of the Grievance Procedure shall be a member of the Grievance Committee.

8. GRIEVANCE PROCEDURE

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

Should grievances arise between DWSD and the Union, an earnest effort will be made to resolve such grievances and the following procedure will apply:

STEP 1 – Supervisor Level:

An employee who believes he/she has been unjustly dealt with may discuss his/her complaint with his/her immediate supervisor. The employee shall have the right to have a Union representative present at such discussions. When the presence of a Union representative is desired by the employee, he/she shall make the request through his/her immediate supervisor who shall make the arrangements without undue delay. If requested, the employee shall have the right to discuss the complaint with his/her Union representative, for a period not to exceed thirty (30) minutes, prior to the discussion with his/her immediate supervisor, during employees authorized breaks or before or after shift.

STEP 2 – Division Head Level:

If the complaint remains unresolved after discussion with the immediate supervisor and it involves an alleged violation of the provisions of this Agreement, the Union representative shall reduce the grievance to writing and submit it to the division head within fourteen (14) calendar days of the occurrence of the condition which gave rise to the grievance. The employee and the Union representative shall sign the grievance form. The written grievance shall set forth the nature of the grievance, the date of the violation, the identity of the employee(s) involved, by name when known, the provisions of this Agreement the Union claims have been violated and the remedy requested. The division head or his/her designated representative will promptly arrange a meeting with the grievant and his/her Union representative to review the grievance and render a decision, in writing, within seven (7) calendar days of the meeting. The decision rendered at Step 2 shall be final and the grievance shall be considered settled on the basis of the decision unless an appeal is made, in writing, within seven (7) calendar days of the division head's decision.

STEP 3 – Department Head Level:

If the grievance is not satisfactorily resolved at Step 2, the decision may be appealed in writing by the Union representative to the department head or his/her designated representative within seven (7) calendar days of the division head's decision. A meeting will be arranged with the Union Grievance Committee within seven (7) calendar days of receipt of the written grievance appeal. The department head or his/her designated representative shall render a written decision within seven (7) calendar days of the date of the meeting. Management's written answer after the Third

8. GRIEVANCE PROCEDURE (continued)

Step meeting shall briefly state the factors considered by management in its decision regarding the grievance. In the event, the grievance is not settled by the decision of DWSD or a designated representative, it may be referred to arbitration within sixty (60) calendar days of said decision, or dated that such answer was due. Any grievances not referred to arbitration within such period shall be considered settled on the basis of the decision at Step 3.

STEP 4 – ARBITRATION:

Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement and which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration by either party in strict accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of such notice, DWSD shall secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an arbitrator from the list.
- B. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision(s) of this Agreement and he/she shall be without power and authority to make any decision:
 - 1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 - 2. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965, or concerning grievances of employees appealed to the Mayor pursuant to provisions of the Detroit City Charter, or applicable state law (Veterans Preference).
 - 3. Granting any wage increases or decreases.
 - 4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
 - 5. Relative to position classification whether permanent or temporary.
- C. The arbitrator shall have no authority to require DWSD to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or the City Charter DWSD cannot delegate, alienate, or relinquish.

8. GRIEVANCE PROCEDURE (continued)

- D. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
- E. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City-funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- F. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- G. There shall be no appeal from the Arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on DWSD, on the employee or employees, and on the Union.
- H. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- I. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.
- J. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract.

Note: Any disputes concerning suspension, separation, or discharge of employees are to be submitted in writing directly at Step 3 - Department Head Level.

- K. The time elements in the first four (4) steps may be shortened or extended by mutual agreement.

9. TIME LIMITS ON GRIEVANCES

- A. Any grievance under this Agreement which is not filed in writing by the employee involved or by the designated representative within ten (10) working days after the grievance arises, shall not be considered a grievance.
- B. The DWSD shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
- C. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific DWSD agencies, e.g., payroll, etc., the grievance steps may be shortened or eliminated to bring the grievance to the agency's immediate attention.
- D. All claims for back wages shall be limited to the amount of the wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City-funded Long Term Disability Insurance, Sickness and Accident Insurance and Auto-mobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- E. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within ten (10) working days after receipt of such pay.
- F. The time elements in the first three (3) steps may be shortened or extended by mutual agreement.

10. SPECIAL CONFERENCES

The parties acknowledge the need for a means of continuing dialogue between DWSD and the Union to discuss and resolve matters that are of mutual concern and to work cooperatively on such issues as: improving services, effective delivery of such service, promotional opportunities, training of employees, benefits and periodic discussion of substantial issues which are of concern to either DWSD or the Union. Therefore, a Special Conference will be arranged between the Union and DWSD upon request of either party. Such meetings shall be between no more than two (2) representatives of DWSD and two (2) representatives of the Union. When called by either party, the Special Conference will be convened no later than fifteen (15) calendar days after the request is made. No more than one meeting per calendar month will be held by mutual agreement of the parties.

11. DISCHARGE OR SUSPENSION

A. Notice of Discharge or Suspension:

The Employer agrees upon the discharge or suspension of an employee to notify, in writing the President of the Local Union. Such notification may be made via e-mail.

- B. The discharged or suspended employee will be allowed to discuss the discharge or suspension with his/her representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer will discuss the discharge or suspension with the employee and his/her designated representative. Except in exigent circumstances, before any suspension or discharge is used against an employee, such employee will be allowed to discuss discipline with his or her union representative.
- C. Should the discharged or suspended employee or the designated Union representative consider the discharge or suspension improper, the matter may be referred to the grievance procedure beginning with Step 3 within five (5) working days of the discharge or suspension.
- D. In imposing any discipline on a current charge, the Employer will not take into account any infractions which occurred more than twenty-four (24) months previously. However, this period shall be extended to twenty-four (24) months where the current charge is a repetition of prior infractions involving workplace violence, sexual harassment, theft or willful destruction of DWSD property, or being under the influence of alcohol or controlled substances at work. It is understood and agreed that failure to promote shall not be considered disciplinary action.

NOTE: It shall be the responsibility of the grievant to keep the Union and DWSD informed of his/her mailing address and telephone number(s) at which he/she may be reached for purposes of notification. Certified mail to the address of record shall constitute proper notification to the grievant.

12. SENIORITY

- A. Seniority is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City, or the date of induction into such classified service as provided by law. Effective, July 1, 1983, new employees who are certified for employment but not hired within fifteen (15) calendar days of such certification shall have their date of hire recorded as their date of seniority and certification. Seniority, as defined above and in accordance with the Rules of the Human Resources Unit incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the employment rights of employees: (NOTE: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.)
- B. Classification Seniority is hereby defined as the employee's length of continuous service in their current classification. For employees in the classification of field service coordinators specialist classification seniority should also include their time as a dispatcher.
- C. Seniority Lists: The DWSD shall furnish the Union once a year, a seniority list showing each bargaining unit member's name, address, department, classification, pension number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Union and the DWSD.
- D. Loss of Seniority: An employee shall lose his/her seniority for the following reasons only:
 - 1. The employee resigns or quits.
 - 2. The employee retires on regular service retirement.
 - 3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
 - 4. The employee does not return at the expiration of a leave of absence.
 - 5. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

12. SENIORITY (Continued)

E. Suspensions of Seniority Credit:

An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:

1. Layoffs resulting from reduction in force which exceed four (4) years.
2. Leaves of absence which exceed one (1) year.
3. Non-duty disability retirements which exceed one (1) year.
4. Voluntary layoffs.

F. An employee who is absent from duty for three (3) consecutive workdays without. specific leave from his/her department and who fails to notify the Employer within those three (3) days (except in cases of proven emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the Employer.

13. PROBATION PERIODS

- A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initial certified hire, transfer and promotions in the classified service and other cases as provided in Human Resources Unit Rules.
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except for suspension, reversion, or separation of employees for other than Union activities.
- C. The probation period or "working test" for a twelve (12) month period shall be served by all employees promoted or hired into classifications represented by this bargaining unit.
- D. Except in instances where a discharge for cause is appropriate, an unsatisfactory employee who has classified status may by departmental action, subject to Human Resources Unit Rules, have his/her probation period extended or be reverted to his/her former classification. During an employee's initial hire probation period, a department may, in accordance with Human Resources Unit Rules, extend the probation period or take action to separate the employee from City service.
- E. When an employee satisfactorily completes the probation period, he/she shall be entered on the seniority list of the bargaining unit for the classification in which he/she is employed.

14. REDUCTION IN FORCE

The DWSD reserves the right to lay off for lack of work or lack of funds; or the occurrence of condition beyond the control of the DWSD; or where such continuance of work would be wasteful and unproductive.

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

- A. A reduction in force is a reduction in the number of employees in a given class for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees.

The expiration of a limited-term certification or change of status shall not be considered a reduction in force.

- B. A layoff due to reduction in force is the removal of an employee from a position subject to the recall rights provided under this Rule.
- C. A demotion due to reduction in force is the removal of an employee from a position in a class by change of status to a position in a lower class.
- D. A transfer due to reduction in force is the removal of an employee from a position in a class by change of status to a position in another class which is at the same level.
- E. A voluntary layoff is a removal of an employee which is made at the request of and for the convenience of the employee.
- F. Unless otherwise indicated, seniority shall mean total City seniority as determined in accordance with Human Resources Unit Rules.
- G. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and the Human Resources Unit Rules.
- H. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent subject to continuing availability of program funding, acquires permanent status in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.

14. REDUCTION IN FORCE (continued)

- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited term status in the class.

SECTION 2 - ORDER AND MANNER OF REDUCTION

Reduction in force shall be by class and shall be made from among all employees in the same class.

- A. The following categories of employees shall be removed first:
 1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class from which they were provisionally promoted or transferred.
 2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employees being laid off first.
 3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:
 1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.
 2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights:
 - a. Demotion in Series: If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the

14. REDUCTION IN FORCE (continued)

total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Article.)

An employee who waives his/her right to demotion to the next lower class in series and is laid off, shall lose all rights to as provided for in Section 3 and restoration rights as provided for in Paragraph A of Section 4.

14. Demotion or Transfer to a Formerly Held Class: If the employee has previously held permanent status in another class not in the series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one or more employees in the class having less total City seniority.

(The least senior employee displaced as a result shall be subject to demotion, transfer, or layoff in accordance with applicable provisions of this Article.)

An election to accept a demotion or transfer to a formerly held class is optional for employees who also have a right to a demotion in series.

15. Change of Status to Vacant Positions in Other Classes: If the employee has exhausted his/her rights to demotion or transfer under (a) and (b) above, the DWSD may, in so far as the interests of the service permits, propose transfer or demotion of the employee, to an available vacant position in any other class for which DWSD believes the employee is qualified.

SECTION 3 - RE-EMPLOYMENT PROCEDURES

- A. Employees with permanent status in the class who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained in order of their total City seniority on a special register ("blocking list") in the Human Resources Unit. Such employees shall be entitled to re-certification, promotion or transfer from the register to any vacancy in the class from which they were demoted, transferred or laid off, or any lower class in the same series before any such vacancy can be filled by certification, promotion, or transfer.

An employee's name shall remain on the special register until he/she is restored to the classification (or equivalent level) from which he/she was demoted, transferred or laid off, or waives an offer of such restoration.

14. REDUCTION IN FORCE (continued)

- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be re-certified to available vacancies in this class in the order of their total City seniority from the list.
- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total City seniority from such lists, provided that employees who were laid off in such classes have been first recalled. Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his/her right to remain on that list shall terminate.
- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by DWSD.
- E. Re-employment provisions in the Article do not apply to persons laid off and separated from DWSD employment for a period of four (4) years.

SECTION 4 - EMPLOYEES HOLDING MULTIPLE TITLES

In determining an employee's rights under this Section, an employee can have permanent status in only one class at a time. An employee who carries multiple titles shall have a permanent status in the lowest class of his/her multiple title or the class in which he/she last held permanent status on a single title basis unless there is a contractual agreement which otherwise identifies the class in which the employee has permanent status, or official action is taken designating such class based upon the nature and history of the employment.

Such an agreement or official action must be completed at least ninety (90) days prior to the announcement of the reduction in force.

SECTION 5 – CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

Where the DWSD anticipates that a reduction in force will not exceed thirty (30) days, an employee in a class subject to reduction in force his/her employing department may agree to a conditional waiver of the employee's seniority rights for a specified period not to exceed thirty (30) days. This conditional waiver must be in writing and approved by DWSD. It is recognized that an out-of-seniority layoff resulting from such waiver is for the benefit of the DWSD and the employee retains the right to exercise all rights to restoration, demotion, transfer, and displacement at the end of the specified period.

15. LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted for reasonable periods for the following purposes:

6. Temporary physical or mental incapacity.
7. Training related to the employee's regular duties in an approved education institution.
8. Military service.
9. Prolonged serious illness in the family.

Leaves of absence may be granted at the discretion of the DWSD for reasons other than those listed above where in the judgment of the DWSD such leaves are deemed beneficial to the DWSD.

- B. To be eligible for a leave of absence, the employee must have completed one year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service.
- C. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two (2) years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority Article of this Agreement.

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA): The Act is intended to allow employees to balance their work and family life by taking reasonable leaves of absences for reasons set forth in the Act. The DWSD is committed to the two (2) fundamental concerns of FMLA – the needs of the American workforce, and the development of high-performance organizations.

The Human Resources Unit is responsible for developing and disseminating policy directives which detail how the DWSD will implement the provisions of the Act and any amendments promulgated during the life of this agreement. The DWSD agrees to meet with the Union in Special Conference to discuss any administrative change to FMLA prior to the issuance and implementation of any new Policy Directive.

DWSD will promulgate FMLA policies in accordance with the law. Questions concerning leaves for FMLA purposes should be referred to the employee's Human Resources Generalist.

- D. Unless otherwise provided for, the procedure for the administration of this Article shall be in accordance with Human Resources Unit Rules.

16. TRANSFERS

- A. When an opening, vacancy, or shift assignment in a particular classification is to be filled either permanently or temporarily (temporary is defined as forty-five (45) days or less) by the Employer, employees in that classification seeking transfers to the location where the opening exists will be offered an opportunity to transfer to that location before permanent status is attained.
- B. Employees seeking transfers under the provisions of this Article will advise the departmental Human Resources Office, in writing, of the location.
- C. Application for location transfers must be on file with the Human Resources Office at least thirty (30) working days prior to the occurrence of an opening.
- D. The Union recognizes the department's right to make work assignments for the purposes of training its employees to maximize their utility to the Department. Such training assignments shall supersede an employee's request for transfer should a conflict occur, but only for the duration of the training assignment, after which, the affected employee's request for transfer will be honored.

17. OUT-OF-CLASS ASSIGNMENTS

- A. Employees are to be assigned job duties and responsibilities which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside of his/her classification except for short-term training purposes, short-term exigencies and in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal courses of departmental operations and where such assignment is necessary to effectively carry out departmental operations.
- B. When an employee is assigned to perform work clearly outside of his/her classification which involves special higher-level skills or is assigned and given responsibility to perform the preponderance of duties regularly performed by employees in a higher class for a period in excess of fifteen (15) consecutive work days, the department shall compensate the employee at the appropriate rate for the work performed.
- C. Performing the duties of an employee in the next higher classification in series during short-term absences and normal vacation periods shall not be construed as being out-of-class work assignments.
- D. If an employee believes that his/her regularly assigned set of duties and responsibilities are not properly allocated to his/her current title, the employee or the Union may request the Human Resources Unit to conduct a classification survey of the employee's job as provided in Human Resources Rules.

18. OVERTIME EQUALIZATION

- A. DWSD has the right to schedule and assign overtime work as required in a manner most advantageous to the DWSD and consistent with requirements of municipal employment and the public interest.
- B. If a Field Services Coordination Specialist declines a scheduled overtime assignment, the maximum overtime hours accrued on that shift in that location will be charged against his/her failure to work. Scheduled overtime hours for equalization purposes will be reduced to zero each June 30th. However, employees shall remain in the order in which they were before the zero reduction and shall then be offered overtime based on their qualifications, availability and seniority, until such time as overtime hours are once again established.
- C. If the Field Services Coordination Specialist with the least number of scheduled overtime hours in the classification is not called, upon agreement between the Department and the Union, he/she will be scheduled at the next available opportunity.
- D. The Employer will keep up to date records of overtime worked and scheduled and shall make such records available to the Union upon request.

19. SHIFT AND LOCATION PREFERENCE

Within sixty (60) calendar days of the approval of this contract by the DWSD, the Field Services Coordination Specialist may be allowed to select shifts and available yard location in accordance with their classification seniority insofar as it does not adversely affect the operation of the Department.

20. COMPENSATION

The wages for the Field Services Coordination Specialist classification includes the following:

Field Services Coordination Specialist I:

Salary minimum: \$40,102

Salary maximum: \$55,500

Field Services Coordination Specialist II:

Salary minimum: \$50,000

Salary maximum: \$67,500

21. HOLIDAYS AND EXCUSED TIME OFF

- A. Employees shall be entitled to the following seven (7) holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Employees shall receive eight (8) hours straight time pay for the above-mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh workday, the department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the DWSD elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the department head.
- C. An employee shall be eligible for holiday pay or excused time day pay provided he/she shall have received at least eight (8) hours of pay exclusive of overtime and sick leave pay the day before and the day after the holiday or excused time day, provided the employee continues on the payroll through the holiday or excused time day in question and would otherwise be qualified for the holiday or excused time day.

For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, is on a formal leave of absence granted by the Human Resources Unit (generally over 30 days), is on workers' compensation, or laid off. An employee's payroll status not covered by the above shall be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.

21. HOLIDAYS AND EXCUSED TIME OFF (continued)

- G. Employees shall be granted eight (8) hours of excused time on Good Friday or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of excused time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the DWSD. Employees required to work any portion of the excused time on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the department head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.
1. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
 2. If a holiday or excused time day falls on Saturday, it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday, it shall be observed on the following Monday for all employees except those assigned to six- and seven-day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.
 3. If an employee engaged in six- or seven-day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
 - a. An employee assigned to a six- or seven-day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
 - b. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
 - c. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.

21. HOLIDAYS AND EXCUSED TIME OFF (continued)

4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive sick pay. If he/she works either of the two days, he/she shall receive holiday premium.
5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.

22. FUNERAL LEAVE

- A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral, and submits documentation of such upon to work, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral which the employee attends is more than 300 miles from the DWSD. When an employee is entitled to three (3) days leave under this provision, and the funeral is within 300 miles of Detroit, he/she shall be granted the two (2) additional days to be charged against current sick leave and then reserve sick leave upon his/her request.
- B. Definition of Immediate Family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son, and step-daughter, grandmother and grandfather.
- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral and submits documentation of such upon to work. If the funeral which the employee attends is more than 300 miles from the DWSD, the employee may extend the leave by two (2) days to be charged against current sick leave.
- D. Definition of Relatives: Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. If the local Union president is not available to attend the funeral of the DWSD employee who is a member of his/her local, a representative of the local, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral provided he/she submits documentation of such upon to work.

23. UNEMPLOYMENT COMPENSATION

- A. Unemployment Compensation: Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Unemployment Insurance Agency (MUIA) under the Michigan Employment Security Act.

All compensation received under this Article shall be offset against any claim for back wages.

24. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

- A. During the term of this Agreement, Employees who have completed ninety (90) days of continuous service in the Department will be eligible to participate in the group medical, dental, and vision plans ("Medical Plans") offered by the City during the term of this Agreement on the same terms and conditions as other non-bargaining unit Employees of the City. Employees will be required to pay the usual and customary premiums paid for their benefits (based upon the plan and coverage tier selected by the Employee).
- B. During the term of this Agreement, the City reserves the right to modify the terms and conditions of its Medical Plans. Such modifications may include, but are not limited to, Employee premium obligations, co-payments, deductibles, covered services, providers or net-works, third party administrators or insurers, preferred provider options and other plan de-sign modifications.
- C. The extent of coverage under the Medical Plans, Flex Plan, life and AD&D Plans, and other benefit plans referred to in this Agreement, will be governed by the terms and conditions set forth in applicable plans offered by the City during the term of this Agreement. Plan documents, and such benefit programs may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance Procedures set forth in Article 8 of this Agreement.
- D. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the Department, nor shall such failure be considered a breach by the Department of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
- E. During the term of this Agreement, future retirees from the bargaining unit shall receive retiree medical coverage as may be offered by the City, in accordance with the terms of the City's retiree medical plans, as may be amended from time to time.

25. DEATH BENEFITS AND LIFE INSURANCE

A. Death Benefits:

Death benefits, for all regular DWSD employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter I3, Article 8, Section 8, currently provides a death benefit of \$10,000.

1. Membership will be mandatory for regular employees.
2. Contributions shall be determined by the City.

B. Payment for employees killed or permanently disabled in line of duty:

1. A lump-sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties, as determined by City policy which may be amended in the discretion of the City.
2. Employees who receive a permanent disability payment under this Article shall be ineligible for the \$10,000 Duty Death Benefit described above.

26. RETIREMENT

Employees will be eligible for retirement benefits pursuant to the terms and conditions included in the Plan of Adjustment approved by the United States of Bankruptcy Court and referenced in Emergency Manager Order No. 44.

27. JURY DUTY

- A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty in accordance with the Board of Water Commissioners Resolution.
- B. If selected to serve on a jury which requires the employee to be off work for more than one day, the employee must notify his/her employing department each day in accordance with established departmental call-in procedures. Failure to do so will make the employee ineligible for jury duty supplementation.

28. UNUSED SICK LEAVE ON RETIREMENT

- A. Eligible employees shall be entitled to payment for unused sick leave on retirement as follows:

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of sixty percent (60%) of the employee's unused sick leave.

- B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

29. MISCELLANEOUS

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand and eighty (2,080) hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a deferred compensation plan made available by the City. Participation in the plan shall be optional with each employee.
- C. Where, by payroll error, an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

The correction of the underpayment shall be made within 60 days after notification to the DWSD Human Resources Unit.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over \$2,600, the DWSD reserves the right to seek immediate recovery through appropriate legal proceedings.

30. PRIVATE CAR MILEAGE REIMBURSEMENT

A. RATES OF PAYMENT:

When an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the current IRS per mile rate, subject to change when that rate changes higher or lower. In addition, three dollars (\$3.00) per day is to be paid for each day an employee is required to use his/her car for DWSD business. The DWSD will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by Board of Water Commissioners for that purpose.

B. Definition of Reimbursable Mileage:

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the workday and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

C. Accident Payments: When an employee is involved in an accident while on DWSD business resulting in damage to his/her automobile in excess of \$50, the DWSD will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the DWSD regular small claims program.

D. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be determined by department practices.

30. PRIVATE CAR MILEAGE REIMBURSEMENT (continued)

- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.
- F. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

31. WORK WEEK, WORKDAY, SHIFT PREMIUM

A. STANDARD SERVICE WEEK:

1. DWSD shall have discretion to schedule the length of the workday with ten (10) day notice to the Union President and affected employees. The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m. Sunday. It may consist of five (5) regularly scheduled eight (8) hour work periods, or four (4) regularly scheduled ten (10) hour work periods on as many workdays, or another work period configuration exclusive of the lunch break . The two (2) or more remaining days in the payroll work week shall be known as "off-days".
2. A Special Conference will be held to discuss the procedure for implementation of a 12-hour work shift. The purpose of the Special Conference will be to confer on such issues (not inclusively) as impacts on vacation and sick leave, holiday pay, manpower scheduling, service and workday, duration, etc. The holding of such a conference shall not create or alter the rights and responsibilities of the parties under this Agreement.

B. SERVICE DAY AND WORKDAY:

1. The regular full working day may consist of eight (8) hours or ten (10) hours of work in the service day exclusive of the lunch period. It shall begin at 12:01 a.m., and extend to 12:00p.m.
2. When an employee is called to work, he/she shall be guaranteed no less than four (4) hours of pay for "show up" time at the straight time rate.

C. AFTERNOON AND NIGHT SHIFTS:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of seventy cents (70¢) per hour for the afternoon shift and a premium of seventy-five cents (75¢) per hour for the night shift according to Chapter 13, Article 2, Section 13 of the Municipal Code of the City of Detroit.

2. Shift Premium Times:

The afternoon shift shall be any full-time shift starting between the hours of 11:00 a.m. and 6:59 p.m., inclusive.

The night shift shall be any full-time shift starting between the hours of 7:00 p.m. and 3:59 a.m., inclusive.

- D. Employees assigned to 24 hour; 7-day operations must notify their supervisors that they will not be in to work at least 2 hours before the start of their shift.

31. WORK WEEK, WORKDAY, SHIFT PREMIUM (continued)

- E. Unless provided for otherwise within this labor agreement, all provisions of this Article shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

32. VACATIONS

A. ELIGIBILITY:

For employees hired on or after April 1, 2013, only service time with the DWSD shall be considered for determining qualifications and eligibility under this Article, 32.

- B. Employees shall not be eligible for vacation leave without deduction of pay until they have earned at least one thousand (1000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for a least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first-year anniversary date of employment the employee will be entitled to a pro-rated vacation leave, computed by multiplying the number of months remaining from the anniversary date to the end of the fiscal year by 8.3 percent of five (5) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

The maximum vacation days earned in a fiscal year for an employee hired on or after March 30, 2010 with fifteen (15) or more years of service shall be fifteen (15) days.

- C. The vacation schedule shall be as follows for employees hired prior to March 30, 2010:

0-6 months	No vacation
6 months	5 days
1 year	Additional 5 days
2 through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 through 12 years	17 days
13 years	18 days
14 years	19 days
15 years or more	20 days

32. VACATIONS (continued)

0-6 months	No vacation
6 months through 5 years	5 days
6 years	6 days
7 years	7 days
8 years	8 days
9 years	9 days
10 through 12 years	12 days
13 years	13 days
14 years	14 days
15 years or more	15 days

D. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with departmental practice.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness. Employees who are on extended sick leave of one (1) month or more on any October 1 date, shall, upon prior written application to the department head and the Finance Director, be entitled to a lump-sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.
4. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1. Effective October 1, 2019, an employee's vacation bank may not exceed more than twenty days or 160 hours.

E. VACATION PRORATION:

Employees who fail to accumulate the required sixteen hundred (1600) straight time regular payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred hours (1600) of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time regular payroll hours, and rounded to the nearest whole number. After

32. VACATIONS (continued)

sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1 vacation. Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one-year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

New employees hired on or after March 30, 2010 who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one-year anniversary date to the date of separation by 8.3 percent of five (5) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

F. CREDITING VACATION:

One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest 1h day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

G. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond sixty (60) calendar days, will receive a lump-sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 32-D.

A recalled employee who received a lump-sum bonus credit at the time of layoff for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he/she is laid off.

32. VACATIONS (continued)

An employee who is laid off for sixty (60) days or less shall have the option of receiving a lump-sum bonus payment in lieu of vacation or leaving his/her vacation intact.

H. RATE DURING VACATION:

Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.

- I. If a regular payday falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.
- J. Employees will have one day of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

33. WORKERS COMPENSATION

All employees shall be covered by the applicable Workers' Compensation laws and related benefits, and the DWSD Workers' Compensation Policy. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.

NOTE: In order to continue hospitalization and life insurance benefits, employees are responsible for their portion of the premium as required by the Contract. Those deductions will be made automatically while they remain on the payroll because they are supplementing. Once they leave the payroll, they must make arrangements with the Benefits Administration Office to pay those premiums in order to continue coverage.

34. SICK LEAVE

- A. All employees hired prior to March 30, 2010, who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked eighty percent (80%) of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Those employees hired on or after March 30, 2010 who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed ten (10) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank.
- B. Sick leave may not be granted in anticipation of future service.
- C. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.
- D. Qualifiers for Bonus Vacation Days
 - 1. Subject to administrative constrictions, Employees who have accumulated a total of fifty (50) or more unused sick days on July 1 shall receive up to six (6) bonus vacation days based on the employee's own sick time usage in the previous fiscal year.
- E. Reserve Sick Leave Usage

Reserve sick leave is not available for usage as Departmental Leave Days.

35. EQUAL OPPORTUNITY

- A. The DWSD and the Union agree to cooperate in a policy of equal opportunity for all employees; to continue to prohibit discrimination because of race, color, religion, sex, sexual orientation, age, or national origin, and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The DWSD agrees to periodically provide the Union with copies of statistical employment information reports regarding DWSD employees.
- C. The DWSD further agrees that a crucial part of Equal Opportunity is development of an effective training and education program designed to provide existing employees maximum opportunity to advance so as to perform at their highest potential.
- D. Representatives of the Human Resources Unit shall be available to meet with representatives of the Union to exchange information.

36. COOPERATION IN VALIDATION STUDIES

- A. The DWSD and the Union recognize the need for and the responsibility of the Human Resources Unit in taking steps to ensure that written tests and other selection devices and procedures used in selecting persons for positions in the DWSD be validated, i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.
- B. The Human Resources Unit agrees to inform the Union of all validation studies and projects directed toward development of validated tests in which the Union or Union members are asked to participate and, upon request, to meet with the Union representatives to discuss any aspects of such studies or projects.
- C. The Union agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Human Resources Unit, and to use its good offices to secure the cooperation and participation of Union members in such studies or projects.

37. VETERANS PREFERENCE

Nothing in this Agreement shall abridge the rights and preference of veterans as provided by federal, state and local laws.

38. RATES FOR NEW POSITIONS

When DWSD establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by DWSD, subject to the approval of the BOWC Recommendation for the establishment of such rates shall be directed by DWSD. When the new classification clearly falls within bargaining unit covered by the Agreement, the Union will be ad-vised as to the classification, the departments, the rate and anticipated number of employees affect-ed before any action will be taken BOWC. In the absence of any appeal by the Union within ten (10) working day(s) of the date of the notice to the Union, action on the position will be submitted to the BOWC. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate with the department and the matter shall be handled with the ten (10) working day period in accordance with the procedure for Special Conference, If the parties fail to reach an agreement on a new rate within (10) working days after notice is given the Union, DWSD may implement its last offer the Union.

39. FRINGE BENEFITS AND OTHER CONDITIONS

All fringe benefits and other conditions of employment that were legally in effect at the time of the signing of this Agreement, except as otherwise provided herein, shall remain in full force and effect for the duration of this Agreement.

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the Human Resources Unit Rules.

40. SAVINGS CLAUSE

If any Article or Section of this Agreement 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 shall not be affected there-by, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

41. OVERTIME

- A. DWSD has the right to schedule overtime work as required in a manner most advantageous to DWSD and consistent with requirements of municipal employment and the public interest. Overtime shall be assigned to employees most capable of performing work in a classification, at the discretion of management.

B. TIME AND ONE-HALF OVERTIME:

Hourly Rated Employees: Time and one-half (one-hundred and fifty percent (150%) of the basic or hourly rate) will be paid to hourly-rated employees as follows:

1. All hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one (1) service week may be substituted in lieu of an equal amount of an employee's regularly assigned forty (40) hours.

Salary Rated Employees: Time and one-half shall be credited or paid to salary employees as follows:

1. All hours worked over forty (40) in one service week except if such time is worked on a seventh day or a holiday.
2. Employees shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned forty (40) hours in the work week.

C. DOUBLE TIME OVERTIME:

Double time (two hundred percent (200%) of the basic or hourly rate) will be paid to hourly-rated and salary-rated employees for work on the seventh day of the work week schedules as defined by Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

Double time (two hundred percent [200%] of the basic or hourly rate) shall be paid for all time worked in excess of sixteen (16) hours from the employee's assigned starting time.

- D. When a schedule indicates a lunch period, but conditions make it impractical to enjoy same, the employee or employees involved will be paid the appropriate hourly rate in lieu of his/her lunch period. The provisions of this section shall not apply to employees whose workday is designated on a measured task basis. In no instance shall payments be made for lunch periods not worked.

41. OVERTIME (continued)

- E. Premium payments shall not be duplicated for the same hours worked.
- F. All overtime paid under this contract shall be computed solely on the basis of time actually worked by the employee.
- G. Notwithstanding the above paragraph, vacations and holidays shall be counted as time worked for the purpose of computing overtime.
- H. Except for any contrary provisions above, all of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Michigan Minimum Wage Law.
- I. When there are not enough qualified employees who accept the assignment, overtime assignments shall be made to qualified employees in inverse seniority order.

42. TUITION REFUND

- A. Effective July 1, 2012, bargaining unit members with a minimum of one (1) year of service may participate in the Tuition Refund Program in accordance with the policies as administered by the Human Resources Unit. Employees requesting a tuition refund should submit the applications to the Human Resources staff servicing their division. Eligibility to participate in the tuition refund program will begin after attaining one (1) year of service prior to the start of the approved course, employment development program or training program required.
- B. The maximum amount of the tuition refund shall be \$2,000 per fiscal year.

43. STATUTORILY REQUIRED EMERGENCY MANAGER LANGUAGE

- A. This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 4 or any other regulation or law adopted by the State of Michigan.
- B. The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 4 of 2011, as amended, (Local Government and School District Fiscal Accountability Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court. This Section shall also immediately become null and void if the federal Court rules that any part of this Section is contrary to or inconsistent with the terms of the November 4, 2011 Order by Judge Sean F. Cox.

44. INSURANCE, COMPENSATION AND RETIREMENT RE-OPENER MODIFICATIONS

The parties acknowledge that economic, financial, legal, legislative, structural and regulatory developments affecting insurance (including supplements), compensation, and pensions may warrant modifications of certain articles of this Agreement during the term of this Agreement.

Accordingly, if either party in good faith believes such modifications are warranted that party may initiate modification negotiations by providing the other party written notice of its desire to reopen and modify this Agreement. Neither party may seek to modify this Agreement on more than two (2) occasions during any fiscal year (July 1 - June 30) during the term of this Agreement, nor shall either party initiate modification discussions following February 1, 2025.

Such modification negotiations will not result in the termination extension or renewal of this Agreement.

The parties shall negotiate pursuant to this Article, 45, for thirty (30) calendar days on any modification issue raised by either party. In the event there is no agreement reached after thirty (30) days, the DWSD shall have the right to implement its last offer to the union. The DWSD's offer will be retroactive to the introduction date. The DWSD's implementation action shall not terminate the negotiations and any subsequent settlement shall also have retroactivity to the date of introduction.

45. MODIFICATION AND DURATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the DWSD Board of Water Commissioners as provided by law and shall remain in full force and effect until 11:59 p.m. on June 30, 2025.

If either party desires to modify this Agreement, it may give notice to the other party prior to March 1, 2025.

In the event the parties fail to arrive at an agreement on items by June 30, 2025, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 2025. Insurance, Compensation, and Retirement Reopener Modifications per Article 45 will not result in the termination, extension or renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

Dated This _____ Day of _____, 2022.

Curlisa Jones, President

Patricia Thornhill,
Organizational Development Director

Les Wutka, Business Representative

George K. Pitchford,
Allen Law Group, PC