



Nikkiya Branch Penson
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MEMORANDUM

To: Board of Water Commissioners
From: Nikkiya Branch Penson, Deputy General Counsel
Date: August 14, 2025
Re: Tentative Collective Bargaining Agreement – Association of Municipal Engineers (2025-2028)

Enclosed, please find the Tentative Collective Bargaining Agreement with the Association of Municipal Engineers (“AME”). All terms have been tentatively agreed to and ratified by the AME on July 14, 2025.

The AME currently has 26 members. There are four classifications - “Engineer,” with four different levels. The current staffing complement is as follows:

- Engineer 1 – 5 employees
- Engineer 2 – 4 employees
- Engineer 3 – 16 employees
- Engineer 4 – 1 employee

This previous CBA between AME and DWSD expired June 30, 2024.

CBA provisions having an economic impact on DWSD’s budget include:

- **Vacation Days** – up to 20 days (Memorandum of Understanding)
- **Signing Bonus** – Off-schedule payment of \$1000.00 per Engineer.
- **Wages** – *see the chart below*

<u>Class Title</u>	<u>Salary Range</u>
Engineer I	\$52,924 – \$79,385 \$64,600 – \$97,000
Engineer II	\$58,141 – \$87,212 \$71,000 - \$106,400
Engineer III	\$63,359 – \$95,039 \$74,900 - \$119,900
Engineer IV	\$69,893 – \$116,592 \$82,200 - \$131,600

Tentatively Agreed to by:

AME:  Date: 12-10-24

DWSD:  Date: 12/11/2024

AGREEMENT

This agreement is entered into between the Detroit Water and Sewerage Department (DWSD), a Michigan Municipal Corporation (hereinafter referred to as the "Employer", "DWSD" and/or the "Department") and the Association of Municipal Engineers (hereinafter referred to as the "Union" or "Association").

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

Tentatively Agreed to by:

AME:  Date: 12-10-24

DWSD:  Date: 12/11/2024

1. PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth the terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of DWSD in its capacity as an Employer, the Employees, the Association, and the customers we serve throughout Southeastern Michigan.
- B. The Parties recognize that the interest of the community and the DWSD employees are dependent upon the parties working together toward achieving the goal of providing a safe and plentiful water supply, protection of the environment and providing reliable service while keeping water and wastewater service affordable; and accomplishing the Employer's initiatives.
- C. To these ends DWSD and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- D. This Agreement shall only cover DWSD employees and will not include employees of any other City of Detroit departments.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 04/24/2025

Tentatively Agreed to by:

AME: Signed by: Erika Campbell 102AFF252090411... **Date:** 4/25/2025

DWSD: Signed by: Patricia Thornhill 0EDG45C7D025410... **Date:** 4/29/2025

2. ASSOCIATION RECOGNITION

- A. The Employer recognizes the bargaining unit as the representative, for the purposes set out in this Agreement, of the employees who hold the classified positions covered by the bargaining unit.
- B. The classified positions are subject to change in title, duties, responsibilities and qualifications pursuant to the Employer's rights under the Management Rights provision of this Agreement. The positions may also be added to or eliminated. The Employer will give the Union reasonable notice and the opportunity to discuss and provide input with respect to proposed permanent changes prior to implementation.
- C. **At the bargaining unit's request, the Employer shall meet with a representative of the bargaining unit to review the bargaining unit status for a non-bargaining position or employee. The bargaining unit reserves the right to appeal classification decisions to the Michigan Employment Relations Commission (MERC).**

Tentatively Agreed to by:

AME:  Date: 12-10-24

DWSD:  Date: 12/12/2024

3. DUES CHECK-OFF



A. Dues Deductions

1. DWSD agrees to deduct Association dues and initiation fees from the wages of an employee who executed a written authorization for payroll deduction of such dues and initiation fees. An employee's written authorization for Association dues deduction and/or initiation fees will remain in full force and effect during the term of this Agreement unless revoked by written notice, executed by the employee, received by DWSD's designee and the Association at any time of the year, consistent with the dues deduction authorization form which the employee had executed, irrespective of Association membership.
2. An employee may revoke such authorization for Association dues payroll deduction any time a collective bargaining agreement is not in effect, DWSD will provide the Association with a legend accompanying dues payments – or similar document, either in hard copy or electronic form that identifies the Association's dues paying members as well as the amount of dues and/or fees paid by each member for that payroll cycle.
3. Dues and/or initiation fees will be authorized, levied and certified in accordance with the procedures set and guidelines set forth by DWSD.

B. Compliance with the Law

1. This Agreement and section therein will be interpreted and applied consistent with Public Act 349 of 2012 (the "Act").

Tentatively Agreed to by:

AME:  Date: 12.10.24
DWSD:  Date: 12/11/2024

4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

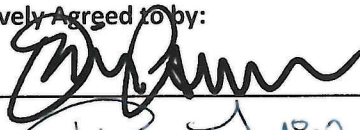
- A. DWSD has the right and obligation to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority in accordance with applicable law.
- B. DWSD shall have the right and obligation to determine and establish the policies, goals and scope of its operations. Consistent with this right DWSD has the right to determine and implement work schedules/shifts, vacation schedules, and flex time and to establish the goals, methods and processes by which such work is performed and the qualifications of employees assigned to do the work. These rights and obligations include, but are not limited to:
 - 1. Implement changes in the structure of Department operations, including establishment or consolidation of service areas and work locations within the Department;
 - 2. Cease or outsource functions or operations;
 - 3. Initiate new functions or operations;
 - 4. Provide appropriate training education, performance evaluation and job assignments for employees;
 - 5. Establish wage and benefits for new and existing employees;
 - 6. Establish qualifications and methods for hire, transfer, assignment, position retention and promotion in employment;
 - 7. Revise, create, combine, and/or eliminate classifications, duties and/or positions;
 - 8. Determine classification, status and tenure of employees;
 - 9. Initiate promotions and disciplinary actions;
 - 10. Determine personnel hiring and reductions;

4. MANAGEMENT RIGHTS AND RESPONSIBILITIES (continued)

11. Discipline and discharge employees for just cause;
12. Recruit, assign, transfer employees to positions within the Department;
13. Suspend, demote, discharge or take other disciplinary action against employees for just cause;
14. Establish rules and policies; adopt and enforce work rules and policies applicable to this unit and/or all employees, including but not limited to, the Work Rules promulgated by DWSD;
15. Determine the requirements and payments related to an employee's job functions including, but not limited to, equipment, tools, clothing and uniforms;
16. Suspend, eliminate or contravene past practices that inhibit operations or operational changes;
17. Enforce state and local licensing and other requirements;
18. Assign employees to any function or duties in the Department not involving direct supervision of other bargaining unit members without payment of "out-of-class" compensation;
19. Lay off employees from duties because of lack of work, lack of funds or for disciplinary reasons;
20. Determine methods, means and employees necessary for DWSD operations;
21. Control the DWSD budget;
22. Determine and implement such other actions deemed appropriate to achieve DWSD's goals and objectives.

Tentatively Agreed to by:

AME:



Date:

12.10.24

DWSD:



Date: 12/11/2024

5. ASSOCIATION RIGHTS AND OBLIGATIONS

- A. Any member shall have the right to services of an Association Representative. When such a request is made to the supervisor, permission for services or discussion shall be granted without undue delay unless such request adversely impacts operations. Permission shall not be unreasonably withheld. This right shall not be abused. If the employee's requested Association Representative is unavailable, the Association will promptly substitute another association representative in the represented unit, if on duty and available.
- B. The Association shall have the right and obligation to assist and cooperate with DWSD in effectuating the provisions of this Agreement and to encourage its members to do the same.
- C. The Association shall have the right and obligation to educate its members regarding the intent of this Agreement and the terms contained herein.
- D. The Association shall have the right to grieve the interpretation and application of the terms herein and to exercise such other rights as are set forth in this Agreement.
- E. Activities involving internal management of the Association such may be conducted during non-working hours. These activities shall not interfere with normal work operations of any department or work area of DWSD.
- F. Requests for meetings by Association officials other than Special Conferences shall be scheduled at a mutually agreeable time.
- G. Any member shall have the right to discussion or services of his/her steward or Union Representative during authorized breaks or before or after the shift. When such a request is made to the supervisor, permission for services or discussion shall be granted without undue delay. This right shall not be abused.

Tentatively Agreed to by:

AME:  Date: 12-10-24

DWSD:  Date: 12/11/2024

6. ASSOCIATION REPRESENTATION

- A. It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of Union representatives.
- B. The number of Union representatives shall be adequate so there is no more than one per shift.
- C. The Union shall reimburse the employer for all full-time and part-time paid Union officials, including any additional compensation arrangements (including un-worked overtime) paid to employees holding union positions. If the Union fails to reimburse the DWSD within 45 days of the end of a calendar month, DWSD shall have no further obligations to pay such officials for union time thereafter until all reimbursement obligations and arrears are satisfied. Union representatives may elect to use vacation or compensatory time for attendance at Union meetings, conferences, conventions and other time on union activities, or take unpaid time off.
- D. Working Union Representatives and Chief Union Representatives shall request time off from supervisors for Weingarten representation duties, grievance processing special conferences and negotiation collective bargaining agreements from their supervisor and the supervisor shall grant or deny such requests in writing.

Tentatively Agreed to by:

AME:  Date: 12-10-24

DWSD:  Date: 12/11/2024

7. DISCIPLINARY PROCEDURES

1. The DWSD and the Association agree that all disciplinary action taken against an employee shall be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstance of the offense and the employee. The issuance of disciplinary action shall take place in a timely manner.
2. **NOTIFICATION REQUIREMENTS:** Notification shall be given to the appropriate association representative of any disciplinary action taken against any member which may result in any official entries being added to the employee's personnel file. Both employee and the Association representative shall be given a copy of such official entry.

In all cases when a supervisor contemplates issuance of disciplinary action, the supervisor shall inform the employee and allow the employee the opportunity to have association representation.

In the case of an oral reprimand, a notation shall be placed in the employee's personnel file.

3. The Association may request and management may agree to hold the imposition of disciplinary action in abeyance (temporary suspension) until after the scheduled date for a Third Step meeting to discuss the matter. This request must be made by the Association Representative at the time management has decided that discipline is to be issued (see Section B above). If for some reason the scheduled Third Step is postponed and unable to be conducted within a reasonable period of time, management may impose the penalty. This provision shall not apply in cases of absence without leave, insubordination, threats or acts of violence or other disruptive behavior. It also does not apply to instances of suspension pending discharge or discharge. Any additional action(s) by the employee warranting additional discipline in the interim shall be cause for immediate imposition of all pending discipline.

7. DISCIPLINARY PROCEDURES (Continued)

4. **APPEAL PROCEDURES:** All disciplinary actions shall be subject to the grievance procedure. Grievances involving oral or written reprimands shall be filed in accordance with Step 1 of Article and may be processed through arbitration.

Should the Association consider the suspension or discharge of an employee by DWSD to be improper, the Association/Union President shall submit a written grievance to the department head or his/her designated representative within five (5) working days of the issuance of the suspension or discharge. The grievance shall be processed in accordance with the terms set forth in this Agreement.

5. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee.
6. During investigation, an employee shall have the right to request to have his/her steward present if the employee reasonably believes that his/her statements may lead to disciplinary action.
7. **PERSONNEL RECORDS:** All employees within the bargaining unit shall have the right to review and/or receive a copy of his/her personnel record in accordance with the applicable law.

Employees shall be entitled to submit written statements explaining the employee's position if there is disagreement with any material in the file, in accordance with applicable law.

8. **USE OF PAST RECORD:** In imposing any discipline on a current charge or in evaluating an employee for promotion or transfer, management will not take into account any prior infractions or disciplinary action which occurred more than twenty-four (24) months previously.

9. **GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM:**

- a. Disciplinary action may be imposed for an employee's failure to fulfill his/her job responsibilities.
- b. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.
- c. Following is a series of progressive steps which will serve in the majority of cases:
 - i. Oral Reprimand(s)


- ii. Written Reprimand(s)
- iii. Suspension(s)
- iv. Discharge


10. These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

11. In cases of more serious offenses, the parties agree that it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

- a. Disciplinary action should be appropriate and take into account both the offense and the employee.
- b. Any rules governing employee conduct or expected work performance should be fairly and consistently applied.

Tentatively Agreed to by:

AME:  Date: 12.10.24

DWSD:  Date: 12/11/2024

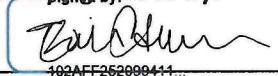
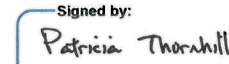
8. SPECIAL CONFERENCE

- A. Special Conferences for important matters including problems of health and safety and periodic discussions of substantial issues which are of concern to Association members will be arranged between the Association and DWSD upon the request of either party. Such meetings shall be between no more than two (2) representatives from each side, unless otherwise mutually agreed upon.
- B. Arrangements for such Special Conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda.
- C. Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. or at other mutually agreeable times.
- D. If an employee on afternoons or midnights is requested to attend a Special Conference, the department shall rearrange the employee's schedule of work so that the Special Conference shall be included as part of the employee's work schedule for the day.
- E. The Association representatives may meet at a place designated by DWSD on DWSD's property for not more than one (1) hour immediately preceding a meeting with the representatives of DWSD for which a written request has been made.
- F. The Employer will submit to the Association a written position statement on the matters taken up in Special Conference that were mutually agreed upon by the parties before the Conference adjourns.
- G. Special Conference is intended to resolve problems between the parties and avoid situations which may give rise to grievances. It is not intended to be a substitute for initiation of individual grievances. However, on policy matters, if the Association does not receive an answer within the above time limit or the Employer's answer does not resolve the disputes between the parties, the Association may submit a grievance citing the alleged contract violations.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  Date: 2/11/2025
Signed by:
DWSD:  Date: 2/11/2025

9. GRIEVANCE PROCEDURES

When the Association files a grievance, the investigating representative shall request all pertinent information in writing and shall direct the request to the Human Resources Unit. The Department will provide the requested information to the President or Vice President prior to the third step hearing whenever possible. All information provided to the Association will be channeled through the Human Resources Unit.

Should differences arise between DWSD and the Association during the term of this Agreement an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

STEP 1 – SUPERVISOR LEVEL:

Any employee(s) who believes he/she has been unjustly dealt with or that any provision of this contract Agreement has not been properly applied or interpreted may:

- A. Discuss his/her complaint with his/her supervisor with or without his/her ~~steward or Union~~ Representative in accordance with Article 5 Paragraph A of this Agreement.
- B. The employee shall have the right to discuss the complaint with his/her Representative before any discussion with the supervisor in accordance with Article 5 Paragraph A of this Agreement.
- C. The parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point.
- D. In any case where the Association Representative is involved, or in their absence the alternate, shall be allowed time in accordance with Article 5 Paragraph A of this Agreement to investigate and process grievances that may arise under this Agreement.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/25

STEP 2 – DIVISION HEAD LEVEL:

- A. If the matter is not settled in Step 1, the grievance shall be written by the Union Representative and must contain:
1. Name or names of employees involved in grievance, location, seniority, pension number, classification, shift and department.
 2. **Association policy grievance.**
 3. The nature of grievance complaint: ~~including a detailed description of the nature of the contract violation;~~
 - a. **Unjustly dealt with.**
 - b. **Contract violation specifying provisions of contract violated.**
 - c. **Disciplinary action.**
 - d. **Others (specify)**
 4. The Date of the Grievance.
 5. Disposition requested. **Specifying** in detail what must be done to correct the grievance. ~~;~~**and**
 6. The Grievance number.
 7. All written grievances will be submitted by the Association/~~Union~~ President or the Vice-President to the division head or his/her designated representative.
 8. ~~A DWSD representative and the Union Representative or the Vice President shall meet to discuss the grievance within (10) working days after the meeting and shall set forth the facts he/she took into account in answering the grievance.~~

Two (2) representatives of DWSD, one of whom shall be the division head or his/her designated representative, the Association president, and the Association representative or the vice-president shall meet to discuss the grievance within ten (10) working days after the receipt of the written grievance.
 9. ~~DWSD's response to the grievance shall be presented to the Association/Union President within ten (10) working days after the meeting and shall set forth the facts he/she took into account in answering the grievance.~~

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/25

The division head's written answer shall be presented to the Association President within ten (10) working days after the meeting and shall set forth the facts he/she considered in answering the grievance.

STEP 3 – ~~DEPARTMENT HEAD~~ HUMAN RESOURCES LEVEL:

- A. If the grievance is not settled in Step 2, the President or a designated member of the grievance committee may submit an appeal to the department head or his/her designated representative within ten (10) ~~calendar~~ **working** days of the written answer rendered at Step 2.
- B. The grievance committee will consist of two representatives, each from DWSD and the Association.
- C. In accordance with Article 5 Paragraph A of this Agreement, a grievance committee member designated by the Association president, upon request, will be allowed time off the job without loss of time or pay to investigate and process grievances without undue delay.
- D. In accordance with Article 5, the grievance committee may meet at a place designated by DWSD on DWSD's property for not more than one (1) hour immediately preceding a meeting at Step 3 of the grievance procedure without loss of time or pay if they have been properly released, to review the agenda listing those grievances or other items to be discussed. A meeting between the grievance committee and three (3) representatives of DWSD shall take place within seven (7) working days from the date the appeal is received.
- E. DWSD will answer the grievance in writing to the president of the Association involved and the grievance committee within ten (10) working days from the date of the meeting at which the grievance was discussed. Management's written answer after the Third Step meeting shall briefly state the factors considered by management in its decision regarding the grievance.
- F. If the grievance is not settled at Step 3 it may be referred to arbitration (Step 4) within sixty (60) calendar days from the date of receipt of the DWSD's answer at Step 3. Failure to submit such matters within this time limit will result in the grievance being considered settled based on the last response provided and shall not be advanced further.

STEP 4 – ARBITRATION

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this Agreement, or any written supplementary agreement or letters and memoranda of understanding appended to the Agreement, and which have been fully processed through the last step of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The parties shall meet to select an ad hoc arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute. If the party desiring arbitration fails to refer the matter to the American Arbitration Association within a reasonable time, not to exceed ninety (90) working days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.
- B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decisions:
 - 1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
 - 2. Granting any wage increases or decreases.
 - 3. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- C. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- D. All claims for back wages and other monetary damages shall be limited to the amount of actual wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and DWSD funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/25

Replacement Insurance. . Where appropriate, DWSD shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

- E. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- F. 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 Association.**
- G. 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.
- H. The expense of the arbitrator shall be shared equally by the parties. The aggrieved, one (1) witness, and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.
- I. 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 the Contract which are or may become part of this Agreement and which are not excluded from arbitration.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  Date: 2/11/2025
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Signed by:
DWSD:  Date: 2/11/2025
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10. STIPULATIONS TO THE GRIEVANCE PROCEDURE

- A. All grievance settlements shall be in accordance with the terms of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within ten (10) ~~calendar~~ **working** days after the grievance arises shall not be considered a grievance.
- C. **Any grievance not appealed in writing from a decision at Step 2 to Step 3 within ten (10) working days or from a decision at Step 3 to Step 4 within ten (10) working days shall be considered settled on the basis of the last answer to the grievance.**
- D. The time elements in the first three (3) steps of the grievance procedure may be shortened or extended, steps can be eliminated or the grievance initiated at an advanced step by mutual agreement.
- E. **In areas where the grievance structure provides for a chief steward rather than a steward, the chief steward will be called at Step 1 of the grievance procedure.**

In areas where there are stewards and chief stewards, both will not meet simultaneously with representatives of the Employer at Step 1 of the grievance procedure.
- F. **“Working Days” as used in the grievance procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and Holidays.**
- G. The Association may withdraw a grievance without prejudice at any step of the grievance procedure. If a grievance is not scheduled or answered by management within the prescribed time limits, the Association shall move the grievance to the next step of the grievance procedure. The appeal will be considered timely if filed at the next step within sixty (60) calendar days of the date that management was required to answer. However, if management submits a written answer subsequent to the date when the answer was due, the limits on appealing to the next step stated in paragraph C shall apply beginning as of the date of the answer. Grievances appealed to the next step of the procedure shall be scheduled and answered within the prescribed time limits.

**Association of Municipal Engineers (AME)
2021 - 2024 Collective Bargaining Agreement**

**Ratified
July 7, 2021**

Grievances not scheduled or answered within the prescribed time limits shall not be referred back to a prior step in the grievance procedure.

- H. **Associations representing employees in more than one department, the Association President, who shall be the chairperson of the grievance committee, will be allowed to attend grievance hearings in any department under his/her Associations jurisdiction at the second and third steps of the grievance procedure. The other members of the grievance committee shall be from the division in which the grievance originates; provided that, the foregoing will not interfere with any mutually satisfactory local practice now in effect.**
- I. **The parties agree that exchanging, pertinent information regarding a grievance is beneficial to both parties in attempting to resolve the grievance.**

The Association shall be advised of the factors considered in the imposition of discipline and shall have the right to request copies of available written documents or statements pertaining thereto. If the Association requests information regarding a grievance from an employee's personnel file, the Union must present written authorization from the employee to release the information. Management shall be advised of the basis of the grievance and have the right to request copies of available written information or statements pertaining thereto and which the Union proposes to present in support of the grievance.

It is agreed that any information requested in accordance with the above provisions which is not made available to the other party shall not be admissible as evidence in any arbitration hearing provided that a written request has been made to the appropriate Association President or Departmental Representative.

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

Tentatively Agreed to by:

AME:  Date: 12-10-24

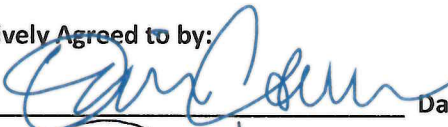
DWSD:  Date: 12/11/2024

11. HEALTH AND SAFETY

- A. DWSD recognized its responsibility to provide safe and healthy working conditions, and the Association recognizes it is their obligation to cooperate in the maintenance and improvement of those conditions.
- B. If available, protective equipment and devices, first aid kits or similar provisions, physical examination or other tests required by the Employer shall be provided at no cost to the employee.
- C. DWSD shall act in compliance with Federal, State and Local legislation relating to use or storage of hazardous materials and incidence of contagious disease in the workplace. As permitted by law, Association representatives will be informed of any testing of employees or precautionary steps taken because of exposure to hazardous materials or a contagious disease which has occurred within the worksite where members of his/her Association are employed.

Tentatively Agreed to by:

AME:



Date:

12.13.24

DWSD:



Date: 12-13-2024

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 of Detroit or DWSD, or the date of induction into such classified service as provided by law.
- B. **CONTINUOUS SERVICE** shall mean employment by the City of Detroit or the DWSD without interruption or breaks. The following shall not be considered breaks in service:
1. Service in the Armed Forces of the United States up to four (4) years, or five (5) years if requested by the Government as provided under Federal law;
 2. Absence from work due to injuries compensated for under Workers' Compensation Act of the State of Michigan;
 3. Lay off as a result of a reduction in force for a period not exceeding three (3) years;
 4. Other approved leaves of absence for a period not exceeding one (1) year; and
 5. Non-duty disability retirement for a period not exceeding one (1) year.
- C. **LOSS OF SENIORITY:** An employee shall lose his/her seniority for the following reasons only:
1. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure;
 2. Service retirement; and
 3. Resignation or voluntary quit, which shall include:
 - a. Failure to report within ten (10) working days after receiving notice of recall from lay off;

- b. Failure to report back to work within five (5) working days after expiration of an approved leave of absence or extension thereof; and
- c. Absence from work for five (5) consecutive working days without notice to the Employer unless he/she can demonstrate that he/she was physically or mentally incapable of notifying the department of his/her inability to come to work.

12. SENIORITY (Continued)

D. RESOLVING TIES IN SENIORITY

1. In the case of inducted employees with the same seniority date, employees will be ranked in accordance with their length of continuous service in the department, agency or activity in which they were employed when inducted into the classified service. Insofar as possible to determine, such continuous service shall include any adjustments in accordance with procedures outlined in this Article.

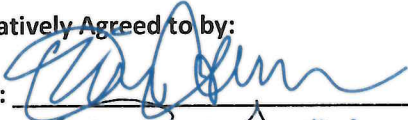
- E. PROBATIONARY EMPLOYEES:** New employees hired by DWSD and others initially placed into the bargaining unit shall be considered as probationary employees for the first six (6) months of their employment except as provided below. This probationary period can be extended for up to an additional six (6) months after prior notice and discussion with the Association. The reason(s) for the extension will be given in writing to the employee and the Association/Union President.

The Association shall represent probationary employees for the purpose of collective bargaining in respects to rates of pay, wages, hours of employment and other conditions of employment except separation from DWSD service or reversion to the formerly held title for reasons other than association activities.

- F. SENIORITY LISTS:** DWSD will furnish to the Association a seniority list showing each employee's name, address, department, classification, pension number and total seniority date upon written request. These lists will be based on official Human Resources Division documents which have been approved and processed as of the date submitted. Any questions concerning this information or alleged errors should be submitted to the Human Resources Division.

Tentatively Agreed to by:

AME:



Date:

12.13.24

DWSD:



Date:


12/13/2024

13. SENIORITY OF UNION REPRESENTATIVES

- A. Except as otherwise stated in this Agreement, there will be no exceptions or special seniority provisions for Union officers. Notwithstanding their position on the seniority list, all Association Representatives who provide "Weingarten" representation to employees in the bargaining unit, or who are responsible for the adjustment of grievances, will in the event of a layoff or reduction in force, be retained in employment so long as there are:
1. Full-time DWSD positions remaining in their current classification in their respective Department;
 2. Full-time DWSD positions remaining in their current classification in any other Departments within the bargaining unit; and
 3. Full-time positions remaining in any classification other than their current role in which the employee has had prior service or occupational series and is qualified to perform the duties and functions of the new job as determined by the Employer.
- B. The provisions of this Article will apply only so long as Association Representatives engage in the representation and grievance adjustment functions set forth above.
- C. Should an Association Representative lose his/her Weingarten representation or grievance adjustment functions, they will be subject to displacement by employees with greater seniority who have been laid off or demoted as a result of reductions in force made prior to the former representative's loss of representation or grievance adjustment functions.

Tentatively Agreed to by:

AME:



Date:

12.13.24

DWSD:




Date: 12/13/2024

14. TRANSFERS AND PROMOTIONS

Based on the sole discretion of DWSD, it shall have the right to transfer and/or promote employees within any DWSD department or to any new DWSD department in its reasonable discretion that will take into account an employee's training, experience, education, expertise, performance, attendance, seniority and discipline history, as well as any possible disruption that may result from an inter-departmental transfer. Such transfers and/or promotions will be on a six (6) month probationary period, during which time DWSD may reasonably determine that the transferred and/or promoted employee is unable to perform the duties and functions of the new position and may exercise its right to transfer that person back to their old position, to another position or take whatever action it deems necessary. Transfers and promotions will be affected without loss of seniority.

Tentatively Agreed to by:

AME:  Date: 12-13-24

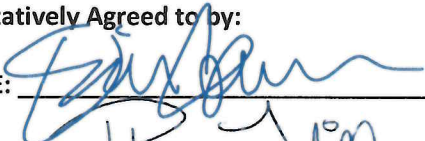
DWSD:  Date: 12/13/2024

15. CONTRACTUAL WORK

- A. The right of contracting or subcontracting is vested in DWSD.
- B. In cases of outsourcing, contracting or subcontracting DWSD operations affecting employees represented by the Association, DWSD will provide advance notice to Association, prior to letting the contract, the Association Representatives will be advised of the nature and scope of the work or operations to be outsourced or contracted. The Association will be permitted to participate in the competitive bidding for the work under the same terms and conditions as all other bidders.

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:



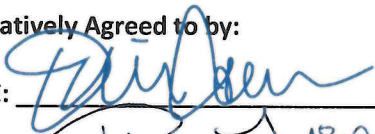
Date: 12/13/2024

16. LEAVES OF ABSENCE

- A. **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** DWSD will promulgate FMLA policies that may be amended from time to time in accordance with the current state of the law.
- B. **DWSD LEAVES OF ABSENCES:** Leaves for purposes covered under the FMLA may be extended.
- C. **ASSOCIATION LEAVES OF ABSENCE:** Members of the Association elected or selected by the Association to do work which takes them from their employment shall, at the written request of the Association, may receive leaves of absence without pay or benefits for the period of employment with the Association, and upon return shall be re-employed without any loss of seniority to an available position.
- D. **CITY OF DETROIT FURLOUGH DAYS:** Should the City of Detroit choose to implement furlough days for its employees, whether DWSD implements them for DWSD employees, shall be a subject of bargaining between DWSD and the Association.

Tentatively Agreed to by:

AME:



Date:

12.13.24

DWSD:





Date: 12/13/2024

17. STRIKES AND LOCKOUTS

- A. **INTERFERENCE WITH WORK:** The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of DWSD during the term of this Agreement. DWSD shall have just cause to terminate any employee who strikes or participates in a sit-down strike or work slowdown.

DWSD shall not lockout any employee during the term of this Agreement.

Tentatively Agreed to by:

AME:  Date: 12.13.24
DWSD:  Date: 12/13/2024

18. EMPLOYEE ASSISTANCE PROGRAM

- A. DWSD and the Association recognize and acknowledge that behavioral and medical problems have an adverse effect on the employee's job performance and merits special attention. Examples of these problems include but are not limited to substance abuse, including alcohol and drugs, physical illness, mental or emotional illness, marital or family maladjustments and other personal problems. These behavioral and medical problems impair the employee's ability to function, and contribute to increased absenteeism and tardiness, and violations of other rules, regulations, and procedures. The combination of factors is recognized as having potentially damaging effects on the employee, the worksite and the well-being of co-workers. DWSD and the Association believe most behavioral and medical problems are treatable. The Employee Assistance Program is designed to provide assistance to employees who are experiencing behavior-medical problems that may result in deteriorating job performance.
- B. DWSD may continue to provide an Employee Assistance Program through a third-party vendor in conjunction with the City of Detroit.
- C. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance or other personal problem; the Association may exercise its right to process grievances concerning such matters in accordance with the Agreement.
- D. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems or personal problems will be allowed to liquidate sick leave for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.

Association of Municipal Engineers (AME)
Negotiations 2024-2025

Date Passed: 12/13/2024

Tentatively Agreed to by:

AME: Erika Campbell Date: 7/1/2025

DWSD: Nikkiya Branch Penson Date: 7/1/2025

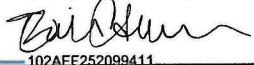
19. ECONOMIC ADVANTAGE/DISADVANTAGE

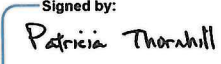
DWSD shall have the right to negotiate terms and conditions of employment with each bargaining unit without any obligation to provide similar terms to this unit.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  Date: 2/11/2025
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Signed by:
DWSD:  Date: 2/11/2025
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20. FUNERAL LEAVE

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 return 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 200 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, and the funeral is within 200 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request. **In the unfortunate event of multiple deaths, please speak to some in the DWSD Human Resources division for the best course of action regarding funeral leave.**

DEFINITION OF IMMEDIATE FAMILY: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepfather, stepmother, stepson, stepdaughter, grandmother and grandfather.

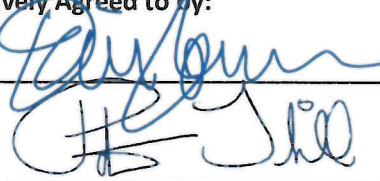
If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral and submits documentation of such upon return to work. If the funeral which the employee attends is more than 200 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

DEFINITION OF RELATIVES: Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

If the Association/Union President is not available to attend the funeral of a DWSD employee who is a member of his/her local, a representative of the Association, with proper notification to the department head, will 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 return to work.

Tentatively Agreed to by:

AME:



Date:

12.13.24

DWSD:



Date: 12/13/2024

21. SICK LEAVE

- A. All employees who 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 twelve (12) sick leave days in any one fiscal year. Future accrual of current sick leave banks will be capped at 480 hours, with no additional accruals unless the balance falls below 480 hours, and any accrual thereafter will not exceed the 480 hours cap. Hours currently banked that exceed 480 will be retained, with no additional accrual unless the bank falls below 480, and any accrual thereafter shall not exceed the 480 hours cap. The award of reserve sick days is eliminated, and existing reserve banks are frozen. All employees must be on the payroll for the entire month to be credited for sick leave.
- 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.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  Date: 2/11/2025
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Signed by:
DWSD:  Date: 2/11/2025
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22. HOLIDAYS AND EXCUSED TIME OFF

- A. Employees shall be entitled to the following seven (7) holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.
- 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 work day, the Department Head shall have the option of paying for the holiday or granting equivalent time off with pay. When 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, or is on a formal leave of absence granted by the Human Resources Department (generally over 30 days), is on workers' compensation, or is 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.

- A. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.

22. HOLIDAYS AND EXCUSED TIME OFF (Continued)

- B. 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 New Year's Day and for Veteran's Day, ~~and~~ the day after Thanksgiving, ~~and~~ Juneteenth as designated. Employees required to work any portion of the "Excused Time" on these days will receive straight time for such hours in addition to 8 hours pay for Excused Time. 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 his excused time for the day.
- C. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a 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.
- D. 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 a 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.
- E. 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.
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. If an employee is off sick on the calendar holiday, or the substitute holiday, 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.

Tentatively Agreed to by:

AME:  Date: 12.13.24

DWSD:  Date: 12/13/2024

23. UNUSED SICK LEAVE ON RETIREMENT

- A. Employees will be entitled to payment for unused sick leave on retirement as follows:

Upon retirement, or death with twenty (20) years of service, Employees will be entitled to payment of sixty (60) percent of their unused sick leave hours in their Reserve Bank plus the sick leave hours accrued prior to July 18, 2012, in their Prior Sick Bank, reduced by any sick leave that has been taken after July 18, 2012, from those Banks. All sick leave hours accrued after July 18, 2012, and remaining unused upon retirement or death will not be paid.


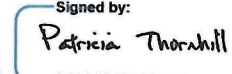
This payment will be made and administered pursuant to City of Detroit's policy, which may be amended with respect to the administration of such benefit.

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

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 12/13/2024

Tentatively Agreed to by:

AME:  Date: 2/11/2025
Signed by:
DWSD:  Date: 2/11/2025

24. VACATIONS

- A. **ELIGIBILITY:** Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand (1000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as DWSD employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on July 1 following his first year anniversary date of employment, the employee will be entitled to a prorated 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 ten (10) days and rounding the product to the nearest whole number. Thereafter, their vacation shall be computed on a fiscal year basis. DWSD reserves the right to make changes to the vacation selection process.

VACATION SCHEDULE: Upon ratification of this Agreement the vacation schedule shall be as follow:

0-6 months	No vacation
6 months	5 days
1 year (Additional 5 days)	10 days
2-5 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

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 12/13/2024

The maximum vacation days earned in a fiscal year will be twenty (20) days for employees with fifteen years of service. Maximum annual accrual amounts at less than fifteen years of service will be in accordance with the vacation policy promulgated by the Human Resources Department as amended from time to time with respect to the administration but not value, at the sole discretion of DWSD. The vacation policy will govern all aspects of vacations.

Vacation hours are capped at 160 hours and accrual over this amount must be used before each September 30th of each year. Requests for vacation will not be unreasonably denied.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  Date: 2/11/2025
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Signed by:
DWSD:  Date: 2/11/2025
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25. TEMPORARY ASSIGNMENTS

A. **GENERAL PROVISIONS:** Employees shall be regularly assigned to perform duties commensurate with their job classification and may be assigned work outside of their current classifications (i.e. in cases of emergency or temporary absences of other employees), and where reassignment of duties is necessary to effectively carry out DWSD operations.

A. OUT-OF-CLASS ASSIGNMENTS:

1. For purposes of this Article, an employee is deemed to be working "out-of-class" if he/she is reassigned by DWSD from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an absent employee shall not constitute an out-of-class assignment if such duties are appropriate to classification of the person assigned.
2. If an employee is so assigned the duties of a higher classification to replace an absent employee for thirty (30) or more consecutive work days, he/she shall be compensated on an out-of-class basis at the rate for the appropriate classification for all such out-of-class hours worked.
3. For short-term out-of-class assignments in the bargaining unit resulting from absences due to use of sick days, vacation, departmental leave, etc., a qualified employee in the same work unit shall be offered the out-of-class work provided he/she is readily available and able to do the work.
4. For long-term out-of-class assignments in the bargaining unit resulting from absences due to extended illness, formal leaves of absence, scheduled future retirements, etc., which are anticipated to extend beyond three (3) months, the most qualified employee in the same work unit shall be temporarily promoted for the duration of the regular employee's absence provided he/she is readily available and able to do the work.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

5. If the Association or the employee believes that the employee is regularly assigned duties outside of his/her current job classification, the Association or the employee may request the Human Resources Unit to conduct a classification survey of the employee's position. The Human Resources Unit will endeavor to complete the survey within ninety (90) working days of receipt of the employees' classification questionnaire.

Tentatively Agreed to by:

AME:  Date: 12.13.24

DWSD:  Date: 12/13/2024

26. JURY DUTY

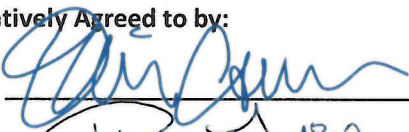
- A. An employee who serves on jury duty will be paid the difference between their pay for jury duty and their regular pay for all days they are required to serve on jury duty.
- B. In the event that an employee reports for jury duty but does not actually serve on a jury, they will be paid the difference between the jury pay received and their regular days' pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to their supervisor that they have been summoned for jury duty, and must furnish satisfactory evidence that they reported for or performed jury duty on the days for which they claim such payment, provided that the department head shall have discretion in seeking to have the employee excused where their services are essential.

The jury supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.

- D. When properly notified by an employee, the DWSD may, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule.
- E. Employees shall have the option when called to jury duty to use vacation time for such service. However, the employee must notify the department of their desire to exercise this option prior to the first date of jury service.
- F. An employee on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate for their normally scheduled hours of work; however, jury duty time shall not be counted as time worked for the purpose of computing overtime.
- G. Upon return from jury duty, the DWSD shall deduct the amount received or due from such jury duty, less any mileage allowance paid for the jury service, from the employee's pay.

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:



Date: 12/13/2024

27. TUITION ASSISTANCE

- A. Depending on available funding, bargaining unit members with a minimum on one (1) year of service may participate in the DWSD's Tuition Assistance Program in accordance with the policies as administered by the Human Resources Department. Employee's requesting a tuition reimbursement should submit the tuition assistance application to Human Resources a minimum of sixty (60) days prior to the start date of the course or program. Eligibility to participate in the tuition assistance program will begin after attaining (1) year of service, prior to the start of the pre-approved course or employment development program.
- B. The maximum amount of the tuition assistance shall be as indicated below:
1. An eligible employee will be entitled to receive a maximum of \$2,000 reimbursement per fiscal year to be applied toward tuition and applicable registration fees in seeking a pre-approved graduate degree from an accredited college/university;
 2. An eligible employee will be entitled to receive a maximum of \$1,500 reimbursement per fiscal year to be applied toward tuition and applicable registration fees in seeking a pre-approved undergraduate degree from an accredited college/university; and
 3. An eligible employee will be entitled to receive a maximum of \$1,200 reimbursement per fiscal year to be applied toward payment for participation in pre-approved employee development programs.
- C. All tuition reimbursements shall be administered in accordance with DWSD policies and procedures and cannot be combined in a manner to permit any employee to receive more than a total amount of \$2,000 in any fiscal year.

Tentatively Agreed to by:

AME:  Date: 12-13-24

DWSD:  Date: 12/13/2024

28. REQUIRED LICENSES, CERTIFICATIONS AND RENEWALS

- A. **PROFESSIONAL EXAMS:** Employees shall be released, without loss of time, pay or benefits to attend employer sponsored or approved training or to take an examination to either obtain or renew required licenses and certifications, for one examination per examination cycle. With management's approval, employees will be allowed to change shift assignments if necessary to take examinations for required licenses or certification.
- B. **LICENSES AND CERTIFICATION:** For employees who are required by the DWSD (as oftentimes specifically outlined in their job specifications) to possess and maintain a State, Federal or other Government regulatory agency license, DWSD will reimburse affected employees for the license or certification renewal fee. Such DWSD reimbursement shall not include any other costs associated with attaining the education, skills, or qualifications for the license and/or maintaining eligibility for the license.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  **Date:** 2/11/2025
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DWSD:  **Date:** 2/11/2025
Signed by:
Patricia Thornhill
0EBC15C7D025419

29. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

- A. During the term of this Agreement, regular full-time employees who have reached their eligibility date will be entitled to participate in one of the City's Group Health Care Plans, including a Prescription Drug Program, in accordance with the City of Detroit Health Care Plans Option Booklet for active employees.

The City DWSD shall have the right to change or add insurance carriers occasionally, at its sole discretion to reduce costs, provided such changes do not cause a material change in benefits offered.

- B. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
- C. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the City of Detroit Health Care Plan Options Booklet for active employees during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning the denial of a claim 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 & Arbitration 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 City. The failure of the insurance carrier or plan administrator to provide a contracted benefit or obligation will not be considered a breach by the DWSD or the City. 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. Except as set forth in this Article, during the term of this Agreement, the Medical Plans provided by the City of Detroit will provide benefits to eligible bargaining unit employees with an actuarial value (as determined by the Plan Actuary) that would fall within the acceptable range for the “Gold” level as defined by the Affordable Care Act. In the event that the actuarial value of the medical benefits provided by the City of Detroit under this Article falls below the “Gold” level as determined by the Plan Actuary during the term of the Agreement, the selection of a new “Gold” level as determined by the Plan Actuary during the term of the Agreement. The selection of a new “Gold” level medical plan will be at the sole discretion of DWSD and/or the City of Detroit; however, the DWSD and the City of Detroit will meet with the Union to explain modifications to the Medical Plan.**
- F. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the DWSD to fall out of compliance with the requirements Public Act 152 of 2011 MCL §15.561 et. seq. (“PA 152”). The City’s Plan Actuary will be responsible for periodically monitoring compliance with the requirements of PA152. In the event that the Plan Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will provide written notice of the Association, and offer to meet and confer with the Coalition for a period not longer than thirty (30) calendar days in order to explain potential modifications to the terms of the Medical Plans or to the allocation of contributions to the cost of medical coverage by the City and the Employees in order to comply with the requirements of PA 152.**
- G. The Employer reserves the right to change carriers, or to self-insure, provided that the overall level of benefits is substantially similar. The Employer shall give a thirty (30) calendar day notice to the Union prior to any such change.**

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 02/11/2025

Tentatively Agreed to by:

AME:  Date: 2/11/2025
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Signed by:
DWSD:  Date: 2/11/2025
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30. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS:

~~Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$10,000.~~

1. Membership will be mandatory for regular employees.
2. For the term Contributions of this Agreement, contribution shall be determined by the City of Detroit and its benefits department.

B. PAYMENT FOR EMPLOYEES KILLED OR PERMANENTLY DISABLED IN LINE OF DUTY:

1. A lump sum duty death benefit of **\$12,500** ~~\$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.
2. Employees who receive a permanent disability payment under this Article will be ineligible for the **\$12,500** ~~\$10,000~~ Duty Death Benefit described above.

The parties agree that the terms and conditions of this benefit and all other benefits in this Agreement shall be subject to review and modifications by the DWSD and the City at any time.

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:

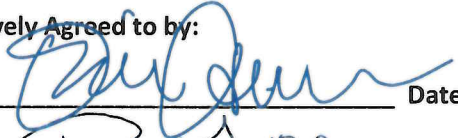


Date: 12/13/2024

31. RETIREMENT BENEFITS

Employees will be eligible for retirement benefits pursuant to the terms and conditions included in the Plan of Adjustment approved by the United States Bankruptcy Court.

Tentatively Agreed to by:

AME:  Date: 12-13-24

DWSD:  Date: 12/13/2024

32. OVERTIME

- A. DWSD has the right to schedule overtime work and to require employees to work mandatory overtime.
- B. DWSD may require employees to work overtime without consideration of seniority and/or overtime equalization, and assign based on qualifications.
- C. Overtime will be compensated in accordance with the applicable law. Additionally, vacation hours shall count towards the calculations of overtime pay.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 06/11/2025

Tentatively Agreed to by:

AME: *Erika Campbell* Date: 7/1/2025
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DocuSigned by:
DWSD: *Nikkiya Branch Penson* Date: 7/1/2025
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33. WAGES

A. WAGE TERMS:

- ~~1. All salaried employees, whose rates are set forth in Appendix A, will have their hourly rate computed by dividing their annual salary by 2080 hours.~~
- ~~2. Salary and Rate Adjustments:~~
 - ~~a. The pay rates of hourly-rated employees shall be rounded up to the nearest whole cent.~~
3. An employee shall progress through the higher levels and compensation based upon evaluations, certifications qualifications and upon meeting the established qualifications for the job as determined by DWSD.
4. Deferred Compensation Plan: Employees may be eligible for a Deferred Compensation Plan as determined by the City of Detroit. Participation in the plan shall be optional with each employee.

B. CORRECTION OF PAYROLL ERRORS:

Whereby payroll error an employee is underpaid or overpaid DWSD and the City are expressly authorized to correct the underpayment or overpayment by payroll adjustment. DWSD and/or City shall notify an employee as required by law prior to making any overpayment recovery.

The correction of the underpayment shall be made in accordance with the applicable law.

For overpayment recoveries DWSD is authorized to deduct up to the statutory maximum. If the employee separates from DWSD, 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.

C. SALARY RANGES ~~STUDY~~

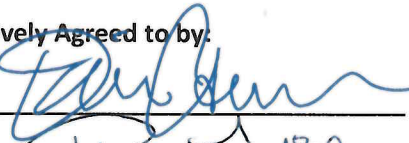
~~The parties agree that within one (1) year of the execution of this Agreement, DWSD will conduct a study of the Engineering classification and Salary Range as set forth in Appendix A and make any necessary adjustments to the same based on its discretion and as properly approved, as well as the data and finances then available.~~

Starting salary of Engineer II, III, and IV shall be:

Class Title	Salary Range
Engineer I	\$64,600 - \$97,000
Engineer II	\$71,000 - \$106,400
Engineer III	\$74,900 - \$119,900
Engineer IV	\$82,200 - \$131,600

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:



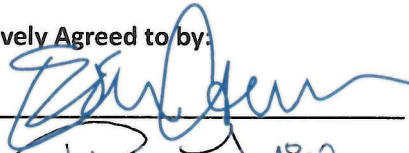
Date: 12/13/2024

34. LONG TERM DISABILITY BENEFITS (INCOME PROTECTION PLAN)

Employees will be eligible for Long Term Disability Benefits ("Income Protection") pursuant to the terms of the Plan purchased by the City within the cost parameters and providing the benefits agreed to by the parties.

Tentatively Agreed to by:

AME:



Date:

12.13.24

DWSD:



Date: 12/13/2024

35. EQUAL EMPLOYMENT OPPORTUNITY

- A. DWSD will adhere to a policy of equal opportunity for all employees and continue to prohibit discrimination because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, disability, or any other protected category, continue to comply with all federal, state and local civil rights laws, ordinances and regulations and promote a full realization of equal employment opportunity.
- B. DWSD may, upon request, provide the Union with copies of statistical employment information reports.

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:



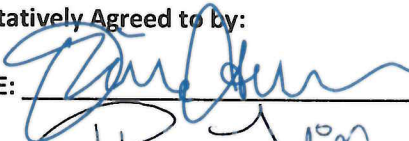
Date: 12/13/2024

36. UNEMPLOYMENT BENEFITS

Employees covered by this Agreement will receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:



Date:

12-13-2024

37. FLEX TIME

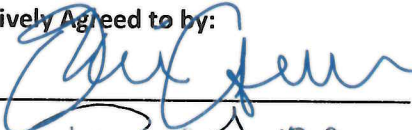
All association employees shall be permitted to arrive at their assigned workstations at any time between 1 hour before and 1 hour after their currently scheduled starting time. Quitting time for these employees shall be that time following completion of their currently assigned number of work hours for that day.

1. Flex time may be denied by the employer if an employee's or employees' presence is required on a specific time and/or day.
2. Flex time may be modified if an employee is assigned to a 24-hour operation to permit necessary coverage.

DWSD reserves the right to suspend the flex-time system at any time in its own discretion if a special conference does not resolve outstanding issues.

Tentatively Agreed to by:

AME:



Date:

12-13-24

DWSD:



Date: 12/13/2024

38. DEFENSE AND INDEMNIFICATION OF EMPLOYEES

To the extent allowed by law, DWSD shall defend and indemnify a member of the Association against claims or actions against the employee on account of the proper actions performed in good faith in the course of their official duties.

**Association of Municipal Engineers (AME)
Negotiations 2024-2025**

Date Passed: 07/01/2025

39. MODIFICATION AND DURATION

It is agreed between the parties that this Agreement will be effective upon the approval of the DWSD and will continue in full force and effect until 11:59 P.M., June 30, 2028. If either party desires to modify this Agreement, it may give written notice to the other party as early as the month of February 2028.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2028, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party ten (10) calendar days written notice on or after June 20, 2028.

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

On this 1st day of July 2025

Signed by:

102AFF252090411...
Association of Municipal Engineers

DocuSigned by:

623EF0EAD68B439...
Detroit Water & Sewerage Dept.

MEMORANDUM OF UNDERSTANDING BETWEEN DETROIT WATER AND SEWERAGE DEPARTMENT
AND THE ASSOCIATION OF MUNICIPAL ENGINEERS
(NOT TO BE INCLUDED IN CBA)

This **MEMORANDUM OF UNDERSTANDING** ("MOU") made this 1st day of July 2025 by and between the Detroit Water and Sewerage Department ("DWSD") and the Association of Municipal Engineers ("AME") (referred hereinafter collectively as the "Parties") is made pursuant to the following terms and conditions:

WHEREAS, the Parties are seeking to reach and ratify a successor collective bargaining agreement;

WHEREAS, the Parties have mutually agreed upon a lump sum ratification bonus payable pursuant to the terms set forth below;

NOW THEREFORE, it is mutually agreed to by and between the Parties as follows:

1. After the first full payroll period following the ratification of a successor collective bargaining agreement, all members of AME employed at the time of ratification and the time of payment of the ratification bonus shall be eligible for a one-time lump sum payment in the amount of One Thousand Dollars (\$1000.00) that will be subject to all applicable deductions as required by local, state and federal law.
2. This MOU and its terms and conditions shall terminate as of the expiration of the successor agreement referred to herein.

WHEREFORE, the Parties have agreed to the terms and conditions recited herein and acknowledge the same by executing below.

Detroit Water and Sewerage Department:

Nikkiya Branch Penson
023EF0EAB66B439...

7/1/2025

Date

Association of Municipal Engineers:

Erika Campbell
102AFF252000411...

7/1/2025

Date

MEMORANDUM OF UNDERSTANDING BETWEEN DETROIT WATER AND SEWERAGE DEPARTMENT
AND THE ASSOCIATION OF MUNICIPAL ENGINEERS
(NOT TO BE INCLUDED IN CBA)

This **MEMORANDUM OF UNDERSTANDING** ("MOU") made this 1st day of July 2025 by and between the Detroit Water and Sewerage Department ("DWSD") and the Association of Municipal Engineers ("AME") (referred hereinafter collectively as the "Parties") is made pursuant to the following terms and conditions:

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2. This MOU and its terms and conditions shall terminate as of the expiration of the successor agreement referred to herein.

WHEREFORE, the Parties have agreed to the terms and conditions recited herein and acknowledge the same by executing below.

Detroit Water and Sewerage Department:

Association of Municipal Engineers:

Date

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN DETROIT WATER AND SEWERAGE DEPARTMENT
AND THE ASSOCIATION OF MUNICIPAL ENGINEERS**

This **MEMORANDUM OF UNDERSTANDING** ("Memorandum") made this 1st day of July 2025 by and between the Detroit Water and Sewerage Department ("DWSD") and the Association of Municipal Engineers ("AME") (referred hereinafter collectively as the "Parties") is made pursuant to the following terms and conditions:

WHEREAS, it is the intent of the parties by way of this Memorandum to amend the Agreement to modify and/or amend the Article 24 regarding vacation days; and

NOW THEREFORE, notwithstanding anything in the Agreement it is mutually agreed to by and between the Parties as follows:

1. All bargaining unit members, including bargaining unit members hired after the execution of this Memorandum, shall be eligible to accrue up to twenty (20) days of vacation each fiscal year.
2. During the fiscal year, bargaining unit members may accrue one (1) vacation day for every ten (10) full paid days of actual work (minimum eight (8) hours worked each day) and/or vacation days. Such accruals shall only occur in full day increments and shall not be prorated.
3. Vacation accrual is capped at twenty (20) days, and any days accrued over this amount must be used before September 30th of each year.
4. This Memorandum shall become effective as of July 1, 2025.
5. All other terms and conditions of the Agreement shall remain in effect. This notwithstanding, this Memorandum and its terms and conditions shall terminate as of earlier of June 30, 2028.

WHEREFORE, the Parties have agreed to the terms and conditions recited herein and acknowledge the same by executing below.

Detroit Water and Sewerage Department:

Association of Municipal Engineers:

Nikkiya Branch Penson, DWSD

Erika Campbell, AME

Date

Date