

**MICHIGAN COUNCIL 25  
OF THE  
AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL  
EMPLOYEES, AFL-CIO  
LOCAL 2920**

**2019-2021  
COLLECTIVE BARGAINING  
AGREEMENT**



**Water & Sewerage  
Department**

**Detroit Water & Sewerage Department  
735 Randolph St.  
Detroit, MI 48226  
Gary Brown, Director**

**2019 - 2021 MASTER AGREEMENT BETWEEN THE DETROIT WATER SEWERAGE  
DEPARTMENT and AFSCME, MICHIGAN COUNCIL 25 LOCAL 2920**

**TABLE OF CONTENTS**

**In Order of Appearance in the Contract**

<b>Article Number</b>	<b>Page Number</b>
Agreement.....	1
Purpose and Intent.....	1
1. Recognition Of Union.....	1
2. Management Rights And Responsibilities .....	2
3. Union Rights .....	6
4. Dues Check-Off .....	6
5. Stewards, Chief Stewards, Committeeperson, And Alternates .....	8
6. Grievance Procedure.....	10
7. Stipulations To The Grievance Procedure.....	13
8. Time Limit On Monetary Claims.....	15
9. Disciplinary Procedures .....	15
10. Special Conference .....	18
11. Health And Safety .....	19
12. Seniority.....	21
13. Seniority Of Union Representatives.....	23
14. Reduction In Force, Lay Off, Demotion, And Recall .....	24
15. Unemployment Compensation Supplemental Unemployment Benefits .....	27
16. Transfers And Promotions .....	27
17. Contractual Work.....	28
18. Veterans-Reserves-Education .....	28
19. Maintenance Of Conditions .....	28
20. Leaves of Absence .....	28
21. Funeral Leave.....	32
22. Sick Leave.....	33
23. Work Week, Work Day, Shift Premium .....	34
24. Overtime .....	37
25. Holidays And Excused Time Off.....	37
26. Unused Sick Leave On Retirement .....	40
27. Vacations.....	40
28. Rates For New Positions .....	43
29. Temporary Assignments .....	44
30. Jury Duty.....	46
31. Hospitalization, Medical, Dental And Optical Care Insurance .....	47
32. Workers' Compensation .....	49
33. Long-Term Disability Insurance .....	49
34. Death Benefits And Life Insurance.....	49

**2019 - 2021 MASTER AGREEMENT BETWEEN THE DETROIT WATER & SEWERAGE  
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**TABLE OF CONTENTS**

**In Order of Appearance in the Contract**

<b>Article Number</b>	<b>Page Number</b>
35. Union Bulletin Board .....	53
36. Strikes And Lockouts.....	53
37. Savings Clause .....	54
38. Wages.....	54
39. Clothing And Uniform Allowances .....	56
40. Successor Clause.....	57
41. Employee Assistance Program .....	57
42. Career Development And Training.....	58
43. Social Security .....	58
44. Equal Employment Opportunity And Affirmative Action Statement.....	59
45. Retirement.....	59
46. Tuition Refund .....	64
47. Protection Clause .....	65
48. Confidential Employees.....	66
49. Required Licenses And Renewals .....	66
50. Skilled Trades .....	67
51. Harassment.....	67
52. Employee Annuity .....	67
53. Modification And Termination .....	75

**MEMORANDUM OF UNDERSTANDING:**

Memorandum of Understanding — Security Officers.....	79
Memorandum of Understanding — Field Services Technician Certification.....	85
Memorandum of Understanding — Attendance Police .....	86
Memorandum of Understanding — PA 349 of 201 and the Collection of Union Dues .....	86

## **AGREEMENT**

This Agreement is entered into between the Detroit Water and Sewerage Department (DWSD), a Michigan Municipal Corporation (hereinafter referred to as the EMPLOYER or the Department) and Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2920 (hereinafter referred to as the UNION).

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

### **PURPOSE AND INTENT**

- A. The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the Department in its capacity as an Employer, the Employees, the Union, 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, protecting 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 Union 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.

### **1. RECOGNITION OF UNION**

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described in Exhibit I, attached.<sup>11</sup>

New classes which clearly fall within the bargaining unit may be added by mutual agreement between the parties.

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<sup>1</sup> The terms and conditions of Security Officers are a Subchapter of AFSCME 2920 as set forth in the attached Memorandum of Understanding of Understanding and Supplemental Agreement.

DWSD may not re-classify or re-title positions currently filled by bargaining unit members for the purpose of undermining the unit.

- B. DWSD will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the Union under the Agreement.
- C. Charter changes which do not affect the operational functions of represented employees shall not affect representation rights.
- D. When an operational function remains unchanged, but changes location, representation rights shall not be affected.

## **2. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Consistent with the express terms of this Agreement:

- A. The Union recognizes the prerogatives of DWSD to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in this Agreement.
- B. DWSD reserves the right to discipline and discharge for just cause. DWSD shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.
- C. Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereafter be made, 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.
- D. DWSD, with the input and advice of any or all involved/affected unions, must establish training or apprenticeship programs.
- E. If the City of Detroit should choose to implement furlough days for its employees in the future, whether DWSD implements them for DWSD employees will be the subject of bargaining with its involved/affected unions.
- F. DWSD shall act on behalf of the City of Detroit to have its own Collective Bargaining Agreements that cover DWSD employees ("DWSD CBAs"). DWSD CBAs shall not include employees of any other City of Detroit departments. No DWSD CBAs will become effective prior to Board of Water Commissioners' approval.

- G. DWSD, in its reasonable discretion and consistent with its operational needs and staffing requirements, may allow employees displaced from other City of Detroit departments to bump into DWSD, and exercise their seniority rights in their union. These employees can displace the least senior employee in a related lower classification requiring similar job skills, provided the employee can perform the duties of the new position as reasonably determined by DWSD. In addition, employees seeking to bump must have the necessary skills, training, education, performance, attendance, expertise, competency, certifications, licensing and ability to perform the job, as determined by DWSD in its reasonable discretion and consistent with its operational needs. Bumping must permit (or not interfere with) DWSD's compliance with applicable state and federal environmental and other laws. Bumps must be done without loss of city-wide seniority.
- H. DWSD management must be able to explore all available means and methods to achieve compliance with its National Pollutant Discharge Elimination System Permit ("NPDES") permit and the Clean Water Act. Thus, if DWSD intends to outsource work currently performed by DWSD union-represented employees, the current provisions in existing CBAs will apply. In situations where no CBAs exist as of the date of this Order, DWSD should provide timely notice to the affected unions of its intent to outsource or subcontract. If a union wishes to have an opportunity to perform work for which subcontracting bids are sought, any union may submit a proposal to DWSD's Director on a timely basis, proposing that Unions perform the same work instead of it being outsourced. Contractor and union proposals must be evaluated by the same qualifications and quality standards. The DWSD shall retain the work with the union if the union proposal demonstrates that: (a) members of the collective bargaining unit have the necessary skill, expertise and experience to perform the work; (b) members can perform the work in a manner that permits (or does not interfere with) the DWSD's compliance with state and federal environmental and other applicable laws; (c) the cost of the union proposal is reasonably close to the lowest bid from contractors; and (d) its proposal reasonably addresses the work that needs to be done. Taking these considerations into account, DWSD will make the final decision concerning what competitive proposal[s] to accept.
- DWSD and the Union will meet by February 1, 2016, to discuss a strategy for insourcing work. Discussions must cover employee job security, operations, economic considerations and DWSD's then current vendor contractual obligations. Upon request of ASFCME made on or before February 1, 2016, the above provisions will be inserted into that union's CBA.
- I. Working Stewards, Chief Stewards and Union officials may request time off from supervisors for Weingarten representation duties, labor management meetings, special conferences, grievance processing and investigation (up to and including arbitration), and negotiating collective bargaining agreements. In deciding whether to grant or deny requests, supervisors may take into account DWSD's operational needs and need to comply with applicable state and federal environmental and other laws. Supervisors must be reasonable in granting or denying such requests, and must do so in writing. Excused hours for these purposes will be part of the Union official's paid work day.

- J. DWSD CBAs shall include a two (2) year period pertaining to discipline actions.
- K. DWSD retains the ability to reduce employee classifications in order to increase workforce flexibility, based on operational needs.
- L. DWSD has the right to promote employees, in its reasonable discretion, taking into account skill, knowledge, ability, training, education, seniority, expertise, performance, attendance and discipline history.
- M. Past practices on operational issues shall not limit operational changes initiated by management with respect to DWSD CBAs. Although efforts have been made to address past practices, vestiges of the past practices may still exist. Past practices will not impede the future operation of DWSD as expressed in this paragraph.
- N. The Federal court prohibits any CBA from containing provisions which prevent management from exercising reasonable discretion to assign overtime work to employees most capable of performing the necessary work within a classification. DWSD CBAs must provide that management has the reasonable discretion to assign overtime work to employees most capable of performing the necessary work within a classification, consistent with operational needs.
- O. Any existing work rules, written or unwritten, or past practices that are contrary to this Article are hereby terminated. It may be the case that current contracts still contain provisions prohibited by this mandate. It may also be the case that past practices – unwritten – are still being engaged in. This Section will override anything in this Agreement to the contrary.
- P. The United States District Court previously enjoined the Wayne County Circuit Court and Michigan Employment Relations Commission (“MERC”) from exercising jurisdiction over the changes ordered by the Court. These changes are certain provisions of the November 4, 2011, October 5, 2012, December 14, 2012, and March 27, 2013 Orders, and are referred to as Labor Orders. This injunction has been modified as follows:
  - (a) Except as provided in this Order, labor claims filed or later filed that challenge actions of DWSD which were ordered or specifically permitted by the Labor Orders, are permanently enjoined unless dismissed with prejudice by the parties.
  - (b) The injunction previously issued is modified to return jurisdiction to Wayne County Circuit Court, MERC and grievance arbitrators for those claims challenging DWSD actions which were neither ordered nor specifically permitted by Labor Orders. These labor claims may proceed whether filed before or after the date of the Stipulated Order Regarding Certain Labor Matters.
  - (c) There are also certain pending claims where the parties disagree as to whether or not DWSD's actions, which were challenged with such claims, were ordered or

specifically permitted to be taken by the Labor Orders. For such claims, the tribunal where the matter is pending will decide whether DWSD's actions were ordered by Labor Orders. This shall occur also for claims yet to be filed.

- (d) The following labor claims are enjoined or dismissed:
  - (i) UC-14-FOI O/C-14-E-060 — Unit clarification petition and related ULP. AFSCME will amend its Charge and Unit Clarification Petition to dismiss all challenges and issues except for the placement of the positions of Plant Technicians and Office Support Specialists.
  - (ii) Any grievance contesting the removal of work from the bargaining unit pursuant to the DWSD Optimization Plan is withdrawn. This would include a grievance the parties believe was filed in or about March 2014.
- (e) The following labor claims may proceed:
  - (i) UC- 14-FOI O/C- 14-E-060 — Unit clarification petition and related ULP. Charge and Unit Clarification petition may proceed with respect to the placement of the positions of Plant Technicians and Office Support Specialists.
  - (ii) C- 13-132 — Individual interference claim.
  - (iii) C- 15-091 — Implementation of CPL requirement.
  - (iv) C-13-D-069/C-12-L-243/C-12-L-244/C-12-G-133 - Implementation of CET — to be resolved through the bankruptcy proceedings.
- (f) Labor claims not addressed in paragraphs (d) and (e) above may proceed, if the tribunal where the claims were filed, determines that the claims do not challenge DWSD actions which were ordered or specifically permitted by a Labor Order. Cases which will be determined in the tribunal where they were filed (paragraph 6 of the Labor Mandate):
  - (i) C- 15-E-060 — implementation of the Way We Work.
  - (ii) Charge filed by AFSCME Council 25 on II-17-15; no number yet.
  - (iii) Any grievance not addressed in paragraphs (d) or (e) above. DWSD does not waive any defense to the grievances, including but not limited to, the defense that the grievance is barred and/or waived because it was not included in the bankruptcy proceedings.
  - (iv) C-15-E-067 — SAAA claim regarding work rules.



- (v) C-15-J-134 — SAAA claim regarding implementation of employment conditions.
- (vi) C- 14-K-136 — UWUA charge regarding reorganization.

### **3. UNION RIGHTS**

- A. Any member shall have the right to discussion or services of his/her steward or chief steward 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.
- B. Activities involving internal management of the Union such as collection of dues, assessment of other funds, membership meetings, campaign for office, distribution of literature, or conducting of membership drives may be conducted during non-working hours. However, it is agreed these activities shall not interfere with normal work operations of any department or work area of DWSD.
- C. The Department will provide a list of current employees and addresses in this bargaining unit, once per calendar year, upon receipt of a written request from the Secretary• Treasurer of Local 2920.
- D. Provided an on-site election does not interfere with operations of the DWSD, once per contract period, the Department will allow on-site steward elections one day at each of the following locations: Central Service Facility, Main Office Building. The Department will identify the specific area where the election will take place. Elections will be scheduled during the lunch periods (11:00 a.m. to 2:00 p.m.) so that they will not adversely affect the Department. Employees may vote during their assigned lunch periods only, otherwise they are expected to be in their assigned work areas.

### **4. DUES CHECK-OFF**

#### **A. Dues Deductions**

- 1. DWSD agrees to deduct Union dues and initiation fees from the wages of an employees who executed a written authorization for payroll deduction of such dues and initiation fees. An employee's written authorization for Union 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 the City Finance Department and the Union during the month of December of any year, consistent with the dues deduction authorization form which the employee had executed, irrespective of Union membership. At the expiration of this Agreement, the dues and fees obligation continues yearly, irrespective of Union membership, unless revoked as outlined above provided, however, an employee may revoke such authorization for Union dues payroll deduction any time

a collective bargaining agreement is not in effect, DWSD will provide the Union with a legend accompanying dues payments – or similar document, either in hard copy or electronic form that identifies the Union’s dues paying members as well as the amount of dues and/or fees paid by each member for that payroll cycle.

2. Dues and/or initiation fees will be authorized, levied and certified in accordance with the Memorandum of Understanding attached to this Agreement.
3. Where administratively feasible, (a) dues deduction authorizations of employees who are transferred or who work out-of-class, in a position represented by the Union, on a temporary basis will not be canceled as a result of such transfer or out-of-class work, and (b) if an employee returns from a leave of absence, layoff, or temporary promotion, or transfer out of the bargaining unit, the authorization will resume and will not require any further action on the part of the employee or the Union.

#### B. Other Deductions

1. DWSD agrees to deduct from the wages of any employee who is a member of the Union a Political Action Committee (“PAC”) deduction, as provided for in a written authorization executed by the employee in accordance with the standard form used by DWSD or previously executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union.
2. Where administratively feasible, (a) PAC deduction authorizations of employees who are transferred or who work out-of-class on a temporary basis will not be canceled as a result of such transfer or out-of-class work, and (b) if an employee returns from a leave of absence, layoff, or temporary promotion, the authorization will continue in effect and will not require any further action on the part of the employee of the Union.

#### C. Compliance With Law

1. This Agreement and section therein will be interpreted and applied consistent with Public Act 349 of 2012 (the “Act”)
2. In the event that the Act is substantially amended, if necessary, then the parties will engage in good faith discussion to reach replacement language as necessary as described in the attached Memorandum of Understanding.

#### D. Administrative Cost

1. DWSD agrees to refrain from reinstituting the recurring administrative fee previously charged to the Union. The parties acknowledge that the cost of establishing and

administering payroll deductions has been considered by the parties in their negotiation of the overall terms of this Agreement.

## **5. STEWARDS, CHIEF STEWARDS, COMMITTEEPERSON, AND ALTERNATES**

- A. It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of stewards and chief stewards.
- B. In each representative district, the employees on each shift in the district shall be represented by one steward or chief steward who shall be a regular employee working in that district. In the absence of either the steward or chief steward, an alternate steward or chief steward shall represent the employees in that district. The Union shall promptly notify the Human Resources Department of the names and locations of representatives selected.

In the absence of the steward or chief steward and his alternate, the President will notify the department of a designated representative and shall promptly confirm such designation in writing.

- C. The number of stewards, chief stewards and districts shall be that number negotiated between the Local Union and DWSD's representatives for each department.
- D. Districts and covered classifications shall be listed in the agreement.
- E. In each unit, employees shall be represented by a grievance committee, as prescribed in Articles 8 and 9. In the event of the absence of a member of the grievance committee, the President shall notify the department of the temporary or permanent replacement and promptly confirm such designation in writing. Such request, if reasonable, will be honored.
- F. Employees working the afternoon or midnight shift who are selected to serve on the grievance committee by the local union shall bump employees on the day shift and work a regular schedule Monday through Friday, provided there is an employee in a full-time position in the same classification as the employee who has been selected to serve on the grievance committee.
- G. Officers, stewards, or designated representatives who are involved in the Grievance Procedure shall be retained in their respective shifts and respective location in work in their classification.

In the event the classification is to be eliminated in the said work location and shift and a dispute arises as to where the officers, steward or designated representative shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement.

- H. Union Representation:

Water Board Building  
735 Randolph

1 Chief Steward 1 Alternate	All areas of Water Board Building	Commercial
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Water Plants  
6425 Huber-Central Service Facility

1 Chief Steward 1 Alternate	Designated areas of CSF
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Eastside Payment Center  
1 Chief Steward  
1 Alternate

Westside Payment Center  
1 Chief Steward  
1 Alternate

**Central Yard**

1 Chief Steward  
1 Alternate

**East Yard**

1 Chief Steward  
1 Alternate

**West Yard**

1 Chief Steward  
1 Alternate

**North Yard and All Other Areas at Central Services Facility**

1 Chief Steward  
1 Alternate

**Vehicle Garages**

1 Chief Steward  
1 Alternate

**Security-East District**

1 Chief Steward  
1 Alternate

### **Security- West District**

1 Chief Steward

1 Alternate

- I. The Parties agree that the implementation of this article shall not result in any currently elected and serving Chief Stewards losing their status during their current term, which expires in 2020.

## **6. GRIEVANCE PROCEDURE**

When the Union files a grievance, the investigating Chief Steward or Steward 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 Union will be channeled through the Human Resources Unit.

Should differences arise between DWSD and the Union 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 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 chief steward in accordance with Article 2 Paragraph R of this Agreement.
- B. The employee shall have the right to discuss the complaint with his/her steward or chief steward before any discussion with the supervisor in accordance with Article 2 Paragraph R 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 steward or chief steward is involved, the steward or chief steward, or in their absence the alternate, shall be allowed time in accordance with Article 2 Paragraph R of this Agreement. to investigate and process grievances that may arise under this Agreement.

### **STEP 2 – DIVISION HEAD LEVEL:**

- A. If the matter is not settled in Step 1, the grievance shall be written by the chief steward and must contain:
  1. Name or names of employees involved in grievance, location, seniority, pension number, classification, shift and department.

2. Union policy grievance.

B. The nature of grievance complaint:

1. Unjustly dealt with.
2. Contract violation specifying provisions of contract violated.
3. Disciplinary action.
4. Others (specify)

C. Date of Grievance.

D. Disposition requested. Specifying in detail what must be done to correct the grievance complaint.

E. Grievance number.

F. All written grievances will be submitted by the Local Union President or the Vice-President to the division head or his/her designated representative.

G. Two (2) representatives of DWSD, one of whom shall be the division head or his/her designated representative, the local union president, and the chief steward or the vice-president shall meet to discuss the grievance within ten (10) working days after the receipt of the written grievance.

H. The division head's written answer shall be presented to the Local 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.

### **STEP 3 – DEPARTMENT HEAD LEVEL:**

A. If the grievance is not settled in Step 2, the President or a designated member of the grievance committee may submit and appeal to the department head or his/her designated representative within ten (10) working days of the written answer rendered at Step 2.

B. The grievance committee will consist of the Union President, Vice President and the Union Steward who wrote the grievance.

C. In accordance with Article 2 Paragraph R of this Agreement, a grievance committee member designated by the local union 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 2 Paragraph R of this Agreement, 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, 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. Besides the above, representatives of Council 25 may attend.

- E. The department head or his/her designated representative will answer the grievance in writing to the president of the local union involved and Council 25 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.

#### **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 this Agreement, and which have been fully processed through the last step of the grievance procedure, may be submitted, either in accordance with Exhibit VI, Arbitration Panel Procedure, or 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 or the Federal Mediation and Conciliation Service 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 or the Federal Mediation and Conciliation Service 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 decision:
  - 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 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 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, 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 Union.
- 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. Arbitration wherever possible, shall be conducted on the location where the grievance originated.
- 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.
- J. In case of dispute as to whether a pre October 11, 1947 employee is excluded from the provisions of Article 4, and the matter is subsequently referred to the arbitration step of the grievance procedure, the arbitrator, upon a finding that the employee is included, shall refer the matter back to DWSD for collection of all amounts due, and the employee shall not be suspended, discharged or dismissed until the arbitration award has been rendered and the parties have had a reasonable time (not to exceed sixty (60) days) to comply therewith.

## **7. STIPULATIONS TO THE GRIEVANCE PROCEDURE**

- A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within fifteen ( 15) 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 Union 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 Union 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.

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

- H. In local unions representing employees in more than one department the Local Union President, who shall be the chairperson of the grievance committee, will be allowed to attend grievance hearings in any department under his/her local union jurisdiction at the second and third steps of the grievance procedure. The other members of the grievance committee shall be from the department 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 Union 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 Union 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 Local Union 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.

## **8. TIME LIMIT ON MONETARY CLAIMS**

- A. DWSD shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed except, in cases of extenuating circumstances which prevented the timely filing of a grievance, the limit shall be increased to fifteen (15) working days.
- B. 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 DWSD payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, DWSD shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- C. In the case of a pay shortage in which the employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

## **9. DISCIPLINARY PROCEDURES**

- A. The DWSD and the Union 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 circumstances of the offense and the employee. The issuance of disciplinary action shall take place in a timely manner.
- B. **NOTIFICATION REQUIREMENTS:** Notification shall be given to the appropriate union 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 Union 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 union representation. If the employee declines union representation, he/she shall indicate so in writing and a copy shall be given to the Union.

When the department has decided to issue discipline, the employee will be allowed adequate time and an available area to discuss the discipline with his/her steward, or in the absence of a steward an appropriate union representative. In the case of a suspension or discharge this discussion will take place prior to the employee leaving DWSD property. Upon request the management representative who is present and issuing the action will discuss the disciplinary action with the employee and his/her steward. Exceptions to this procedure would be in situations where the suspended or discharged employee is absent without leave, or the parties agree that such discussion would not be beneficial at this time.

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

- C. The Union may request and management may agree to hold the imposition of disciplinary action in abeyance until after the scheduled date for a Third Step meeting to discuss the matter. This request must be made by the union 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.
- D. **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 Union consider the suspension or discharge of an employer to be improper, the Local 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 Step 3 of Article 8.

**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.

- E. 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.
- F. Once disciplinary action has been taken against an employee by an authorized management

representative, such disciplinary action on the particular charge cannot be increased in severity. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.

- G. 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. Before an employee is required to make any statements pertaining to his/her possible misconduct, the employee shall have the opportunity to discuss the matter first with his/her steward.
- H. **PERSONNEL RECORDS:** All employees within the bargaining unit shall have the right to review his/her personnel record every six (6) months if requested by the employee in writing. Such requests shall be granted within five (5) working days of receipt of the written request and shall be scheduled during regular business hours. This review may be with the presence of the employee's steward if requested by the employee.

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

- I. **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 taken which occurred more than twenty-four (24) months previously.
- J. **GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM:**

- 1. Disciplinary action may be imposed for an employee's failure to fulfill his/her job responsibilities or for improper conduct connected with the individual's employment. Grounds for disciplinary action generally fall into five (5) basic categories:
  - a. Attendance Problems
  - b. Insubordination
  - c. Unsatisfactory Work Performance
  - d. Misconduct on the Job
  - e. Certain Instances of Misconduct Off the Job

In general, acts committed while off duty will not be grounds for disciplinary action, unless the results of such acts significantly impair the ability of the employee to perform his/her work, adversely affect the operations of the employing department or bring the DWSD into public disrepute.

- 2. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.
- 3. Following is a series of progressive steps which will serve in the majority of cases:

- a. Oral Reprimand(s)
- b. Written Reprimand(s)
- c. Suspension(s)
- d. Discharge

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

In cases of more serious offenses, the first disciplinary action taken may begin with the written or suspension step; and, for the most serious offenses, it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

- 4. Disciplinary action should be appropriate and take into account both the offense and the employee.

Factors which should be considered in imposing discipline in each case are:

- a. The seriousness and circumstances of the particular offense.
  - b. The employment history of the employee involved including length of service.
  - c. The timeframe and nature of prior disciplinary action taken with respect to the employee.
  - d. Prior departmental action in comparable stipulations.
- 5. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly and consistently applied.

**Note:** Within twenty (20) calendar days following the completion of the Work Rules, representatives of Council 25 shall be provided with copies. Within ninety (90) calendar days after receipt of such copies, Council 25 shall have the opportunity to review and discuss with management these standards and rules.

## **10. 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 Union members will be arranged between the Local Union President and the Department Head or his/her designated representative upon the request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of the department, and no more than four (4) and at least two (2) representatives of the Union, one of whom shall be the Local Union President.

Whenever the Local Union President requests three representatives to be released from a given work activity to attend a special conference, the department may limit the release of

union representatives to two (2) if the absence of the third representative would have an adverse effect on departmental operations.

- 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. Such Conferences shall be held within seven (7) calendar days after the request is made, unless extended by mutual agreement of the parties.
- C. Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. or at other mutually agreeable times. Any alleged abuse in scheduling shall be a proper subject for Special Conference. The members of the Union shall not lose time or pay for time spent in such Special Conferences.
- 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 that day.
- E. The Union 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 Union 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. In areas where the parties failed to agree, the Employer will submit a written position statement to the Union within ten (10) calendar days.
- H. 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 Union does not receive an answer within the above time limit or the Employer's answer does not resolve the disputes between the parties, the Union may submit a grievance citing the alleged contract violations. Such grievance shall be filed at the third step of the grievance procedure.

## **11. HEALTH AND SAFETY**

The DWSD recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes it's their obligation to cooperate in the maintenance and improvement of those conditions.

- A. Complaint Procedure:

1. It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.
2. If the employee's complaint is not satisfied he/she shall notify the local steward who shall meet and discuss the complaint with the supervisor without undue delay.
3. If the complaint cannot be resolved, the matter shall then be referred promptly in writing to the Joint Safety Committee.
4. If the complaint cannot be resolved by the Joint Safety Committee, the matter shall then be eligible for a special conference.
5. If the matter cannot be resolved, it shall become a proper subject for the grievance procedure starting at Step 3 of Article 8.

B. All protective equipment and devices, physical examination or other tests required by the Employer shall be provided at no cost to the employee.

C. The 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 work place. The Local Union President 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 local are employed.

D. A Joint Safety Committee shall be established and will consist of three (3) management representatives, and three (3) union representatives, of which one (1) will be the Local Union President. The Joint Safety Committee shall:

1. Meet at mutually agreeable times and places to discuss the health and safety conditions within the DWSD and review DWSD safety programs.
2. Meet at such other times as needed to; promptly investigate major accidents;.
3. Review and make recommendations concerning rules for the use, issuance, recovery and replacement of all safety material and equipment.
4. Submit in writing to the Human Resources department, committee reports and recommendations for improving safety programs, equipment, tests, etc.
5. Based upon overall effectiveness at improving the safety of DWSD, either party may dissolve the Joint Safety Committee with 60 days' notice to the other party. Prior to such dissolution, the parties agree to meet and confer at least two (2) times.

## 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 the DWSD, 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 Human Resources Department Rules incorporated herein by reference, is established to serve as a basis for determining employee seniority rights provided for in this Agreement including the order of demotion or lay off in the event of a reduction in force and the reemployment rights of employees. Note: Seniority is not the same as “service time” as utilized for the various economic benefit provisions.

Effective July 1, 1980, the seniority date of employees in the bargaining unit who were initially hired into Federal Economic Opportunity Act (FEOA) Service classes shall be made retroactive to the date of placement to a position in such FEOA Service class.

- B. **CONTINUOUS SERVICE**, except for as described herein, shall mean employment by the City of Detroit or the DWSD without interruption or breaks. The following shall not be considered breaks in service.

**Note:** Seniority is not the same as “service time” as utilized for the various economic benefit provisions.

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 the Workers’ Compensation Act of the State of Michigan.
3. Duty-disability retirement.
4. Appointment or election to an exempt non-classified position of DWSD.
5. Lay off as a result of a reduction in force for a period not exceeding four (4) years.
6. Leave of absence to serve in a qualifying employee labor organization for the term of said employment.
7. Leaves of absence for Peace Corps service up to two (2) years.
8. Other approved leaves of absence for a period not exceeding one (1) year.
9. Non-duty disability retirement for a period not exceeding one (1) year.

Employees shall not lose seniority but shall not gain additional seniority credit during the following absences from active employment: leaves of absence (except military, union, and Peace Corps leaves) which exceed one (1) year; non-duty disability retirements exceeding one (1) year; and any periods on voluntary lay off. In such cases, the employee’s City or DWSD seniority date would be adjusted accordingly.

- 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. Regular service retirement.
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.
  - 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.

D. **ADJUSTMENT FOR SEASONAL, TEMPORARY OR PART-TIME EMPLOYMENT:** If an employee in a special service classification employed on a seasonal, temporary or part-time basis is subsequently placed in a regular full-time classified position the following adjustments to seniority shall be made:

1. In the case of the seasonal or temporary employee, for each twelve (12) month period of employment in which the employee worked six (6) months or less, six (6) months shall be deducted from the length of continuous employment.
2. In the case of the part-time employee, for each period of employment in which the employee worked on a half-time or less basis, the employee shall be awarded one-half seniority credit and the length of continuous employment adjusted accordingly.  
Any adjustment of seniority under this section shall be made from the employee's certification date as a seasonal, temporary or part-time employee.

E. **RESOLVING TIES IN SENIORITY:**

1. Where two or more persons have the same seniority date, the employee with the highest standing (examination rating) on the eligible register from which the employees were certified shall be deemed as having the greater seniority. In the event of identical examination ratings, the employee with the earliest examination date shall be deemed as having the greater seniority. In the further event of identical examination dates, the employee who first submitted his/her employment application (as measured by the examination number) shall be deemed as having the greater seniority.
2. 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.
3. Notwithstanding the above, in all cases of identical seniority dates, persons entitled to

preference under the Michigan Veteran's Preference Act shall be deemed as having greater seniority than those employees without such preference.

- F. **PROBATIONARY EMPLOYEES:** New employees hired by DWSD and others initially placed into the bargaining unit shall be considered as probationary employees for the first twelve (12) months of their employment except as provided below. This probationary period can be extended for up to an additional one (1) year after prior notice and discussion with the union. The reason(s) for the extension will be given in writing to the employee and the Local Union President.

The Union 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 union activities. For probationary employees with prior City of Detroit service, the Union shall represent such employees when a department issues a suspension or discharge for cause instead of taking action to revert the employee to his/her prior status.

- G. **SENIORITY LISTS:** DWSD will furnish to each Local Union and Michigan Council 25 quarterly, a seniority list and a separation list showing each employee's name, address, department, classification, pension number, and total City seniority date. This information shall be organized in a format mutually agreeable to Council 25 and DWSD. DWSD will also furnish to Michigan Council 25 a department-wide seniority list by classification annually in a format mutually agreeable to Council 25 and DWSD. These computer generated lists will be based on official Human Resources Unit 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 of the Human Resources Unit. When the DWSD has the capability, such lists will be provided to the Union electronically.

Note: The seniority dates of record of employees hired prior to July 1, 1983 shall not be affected by any changes in this Agreement.

- H. For any Union member employed by DWSD as of April 1, 2018, who subsequently accepts employment at GLWA for a position that is covered by a Shared Services Agreement, and returns to DWSD, that Union member shall be entitled to a review by DWSD Human Resources for eligibility for Continued Service inclusive of time worked at GLWA.

### **13. SENIORITY OF UNION REPRESENTATIVES**

Notwithstanding their position on the seniority list, all Union representatives who are involved in the grievance procedure shall in the event of a layoff or demotion be continued in the following order as long as there is:

- A. work in their classification in their representative unit,
- B. work in any lower class in their series in their representative unit,
- C. work in a classification which they formerly held in their representative unit,

- D. work in a lesser class in the representative unit in which he/she can do the job, and
- E. if laid off, shall be recalled first whenever there is work in any such class in the representative unit from which they are laid off.

The provisions of this Article shall apply to the local president, chief stewards, and shall apply only so long as they hold their respective offices.

Should a union representative lose his/her office, the former union representative shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

Upon written notice from the Local Union President to the Human Resources Department that such loss of office has occurred, DWSD shall have thirty (30) days to investigate and make any required displacements.

## **14. REDUCTION IN FORCE, LAY OFF, DEMOTION, AND RECALL**

- A. The DWSD reserves the right to reduce the work force for lack of work or lack of funds, or the occurrence of conditions beyond the control of DWSD, or where such continuation of work would be wasteful or unproductive, provided such actions do not conflict with the terms of this Agreement.
- B. **NOTICE TO THE UNION:** The Union shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, DWSD shall give the Union thirty (30) days advance notice prior to issuance of any layoffs to allow the Union an opportunity to meet with DWSD to discuss the circumstances of the reduction. Such advance notice to the Union shall be given to Council 25 and the President of the local Union affected.

In the event that DWSD issues layoff notices to ten percent (10%) or more of the active employees in AFSCME 2920, the parties shall meet prior to the effective date of those layoffs in a special conference to discuss alternatives to layoffs.

- C. **ORDER OF REMOVAL:** Reduction in force shall be by job classification. The following categories of employees in the class shall be removed first in the following order.
  - 1. Provisionally-hired employees.
  - 2. Newly-hired employees who have not completed the probationary period.
  - 3. Employees hired on a seasonal, temporary or other limited term basis.
  - 4. Seniority employees who have recently been promoted into the class and have not completed the required trial period, and employees promoted to the class on a limited-term basis. Such employees shall revert to the classification in the department from which they were promoted.
  - 5. Seniority employees who are in the class on a permanent basis and have completed the required trial period. Such employees shall be removed from the class in accordance

with their total DWSD seniority, as defined in Article 14, and have those displacement rights described below.

- D. **DEPARTMENTAL DISPLACEMENT RIGHTS:** Permanent seniority employees who are being removed from a given class shall have the following optional displacement rights in their department:

1. To displace the least seniority employee in a lower level.
2. To displace the least seniority employee in some other classification which the senior employee previously held.

In addition, employees who are unable to displace lesser seniority employees in their department may be transferred or demoted to other available vacant positions in the department for which they are adjudged to be qualified.

Those employees who are unable to displace lesser seniority employees or are status-changed to other available vacancies in the department shall be laid off by issuance of a layoff notice from their department. Such laid off employees shall then have those City-wide displacement rights described below.

Employees who have an opportunity to displace a lesser seniority employee in the next lower class, but elect not to exercise such displacement rights and request to be laid off instead, shall not be eligible for these City-wide displacement rights. However, such employees will have those recall, reemployment and restoration rights set forth in Section E.

- E. **EMPLOYEE RECALL, REEMPLOYMENT AND RESTORATION RIGHTS:**

1. Permanent seniority employees who were laid off, exercised their displacement rights or were placed in a lower class shall be placed on a recall ("blocking") list and be recalled to any available vacancies in the class from which they were removed or any lower class in the same series in accordance with their total DWSD seniority, in accordance with Article 14.

Such employees with more than five (5) years seniority will also be placed on recall lists for all other job titles for which they previously acquired seniority.

No vacancy in a given class can be filled, except by recall until employees laid off or demoted from the class have been restored to the class. An employee who refuses an offer of such restoration shall lose his/her recall rights.

Information concerning recall lists for classifications covered by this Agreement shall be made available to AFSCME Council 25 and Local 2920 President.

2. In addition to the recall rights described above, DWSD shall implement policies and practices for reemployment of laid off employees in available vacancies in other classes for which laid off employees are qualified. These policies and practices shall include

the following:

- a. Laid off employees shall be placed on preferred eligible lists for all classes in which they acquired seniority. Employees will be offered employment from such lists to available vacancies in these classes in order of their total City seniority.
  - b. In the absence of a recall or preferred eligible list for a given class, laid off employees on existing lists may be offered placement to available vacancies in the given class. Use of such alternate lists to fill available vacancies shall be based on comparable or equivalent entrance requirements for the class.
3. Persons laid off and separated from DWSD employment as a result of a reduction in force shall continue to have the above recall, reemployment, and restoration rights for a period of four (4) years from the last date of separation from City or DWSD employment.

F. **OTHER BARGAINING UNITS:** It is not the intent of this Article to prevent employees in one bargaining unit from exercising displacement, recall and reemployment rights to positions in other bargaining units based on seniority as defined in this Agreement; provided, however, that in order for members of another bargaining unit to displace members of this bargaining unit, the other bargaining unit must have a labor agreement which would allow members of this bargaining unit to displace lesser seniority employees in the other bargaining unit and to be offered recall and reemployment to available positions in the other bargaining unit.

I. **NOTICE REQUIREMENTS:** A representative of the department shall meet with the Local Union President to discuss the circumstances of the department's reduction in force. This meeting shall occur prior to the issuance of lay-off and displacement notices.

1. Employees to be laid off from a department shall receive notice of layoff no less than two (2) calendar weeks prior to the effective date of the separation. A union staff representative will be permitted to attend the notification meeting. A copy of such notice will be sent to the Local Union President.
2. Employees displaced as a result of a reduction in force, including those displaced and laid off as a result of City-wide displacements, shall receive notice of displacement and/or layoff no less than two (2) calendar weeks prior to the demotion or separation. A union representative will be permitted to attend the notification meeting. A copy of such notice shall be sent to the Local Union President.
3. Notice of recall or offer of reemployment to laid off employees shall be sent by certified mail to the person's last address of record. It shall be the responsibility of the laid off employee to notify the DWSD Human Resources Unit immediately of any change of address. Failure of the laid off employee to respond to the notice of recall or reemployment within ten (10) working days shall be considered a voluntary quit unless good cause for the employee's failure to respond is shown.

4. Exceptions to the above notice requirements shall be allowed in individual cases where the failure to give timely notice resulted from error or unforeseen circumstances beyond the control of management.

## **15. UNEMPLOYMENT COMPENSATION –**

**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 under the Michigan Employment Security Act.

**OFFSET FOR BACK WAGES:** All compensation received under this Article shall be offset against any claim for back wages.

## **16. Transfers and Promotions**

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

It is further understood that:

1. When DWSD declares a vacancy, an employee, who has been employed for at least one (1) year, may apply for a transfer by completing a form with Human Resources.
2. Employees may also request a transfer to a different shift, within their classification and level (A copy of the transfer will be provided to the employee and the Local Union President.)
3. Promotional opportunities to current and/or anticipated future permanent vacancies shall be posted throughout DWSD for a period of seven (7) working days, so that interested persons shall have the opportunity to make application. Such postings shall include a description of the qualifications necessary for promotion to the classifications. Employees may also apply to advance to the next level within their classifications.

## **17. CONTRACTUAL WORK**

- A. DWSD is genuinely interested in maintaining the welfare of its employees covered by this Agreement, consistent with the needs of the DWSD and its compliance with all environmental laws and regulations. Nothing in this collective bargaining agreement shall prohibit contracting, subcontracting or outsourcing. An arbitrator shall not have jurisdiction to consider an alleged violation of the collective bargaining agreement due to DWSD's decision to contract, subcontract or outsource work previously done by the bargaining unit.
- B. To the extent practicable, in cases of contracting or subcontracting, including renewal of contracts, DWSD will provide seven (7) working days' notice to the Union prior to effective date of the contract.

## **18. VETERANS-RESERVES-EDUCATION**

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, Local Laws, Rules and Resolutions.

## **19. MAINTENANCE OF CONDITIONS**

Past practices on operational issues shall not limit operational changes initiated by DWSD. All past practices not described in this agreement are no longer binding as of July 1, 2012.

## **20. LEAVES OF ABSENCE**

- A. The FMLA provides that eligible employees may be off work for up to twelve (12) weeks each twelve (12) month period for the following reasons: to get treatment for the employee's own serious illness or temporary disability; to take care of a spouse, child or parent who is seriously ill or disabled; or to exercise parental care for a new-born infant or newly placed adopted or foster child. During this absence from work, the employee is entitled to continuation of health care benefit coverage. For employees of the DWSD, the twelve (12) month period is the rolling year. Questions concerning leaves for FMLA purposes should be referred to the employee's human resources representative.

A full explanation of the employee's FMLA rights shall be included in the New Employee Orientation.

- B. **DWSD LEAVES OF ABSENCES:** Leaves for purposes covered under the FMLA may be extended, and leaves for other purposes may be granted, under DWSD's leave of absence policies and procedures as implemented:

1. Leaves of absence without pay may be granted for reasonable periods for the following purposes:
  - a. Temporary physical or mental incapacity.
  - b. Training related to an employee's regular duties in an approved educational institution.
  - c. Peace Corps term.
  - d. Military service.
2. Leaves of absence may be granted for other reasons than those listed above where in the judgment of DWSD such leaves are deemed beneficial to DWSD. Such leaves granted, may be extended for periods up to four (4) years. Seniority of persons on leave of absence shall be governed by the seniority provisions of this Agreement.
3. To be eligible for a leave of absence in excess of thirty (30) continuous calendar days, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service or health leaves for maternity. Persons unable to work for health reasons and ineligible for a leave of absence, may request a voluntary lay off. If approved, the person's name may be placed on the preferred eligible list for future reemployment when able to return to work.
4. **Parenting Leaves:** A parent of a new-born or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time.

In the case of employees who have been off work on sick leave or health leave of absence due to maternity, the optional leave for parenting purposes shall not begin until after the employee has been adjudged physically able to return to work.

5. **Health Leaves for Maternity:** Upon presentation of adequate medical documentation that the pregnant employee is no longer able to perform her job duties, a health leave of absence will be granted if the employee has acquired permanent status and has at least six (6) months continuous classified service. If the employee has less than one (1) year of continuous service, the employee may be granted a voluntary layoff (see paragraph 4 above). Prior to going on the unpaid health leave, the employee would have the option of utilizing any accrued vacation days or compensatory time after usage of accrued paid sick leave.
6. **Other Personal Leaves:** In addition to parenting leaves, leaves of absence for other reasons of a personal nature (e.g. caring for an ill relative) may be granted if recommended by the department head and approved by the Human Resources Director. The maximum duration of such leaves shall be six (6) months. Such requests for personal leaves shall not be unreasonably denied.



7. When an employee requests a leave of absence in accordance with this Article, the Employer shall inform the employee in writing of the Leave of Absence Rule of the Human Resources Unit and the procedure necessary to be followed in order to protect his/her rights and benefits during and following the period of the leave.

Local Union Presidents shall receive copies of all DWSD rules, directives and policies which pertain to procedures and administration of leaves of absence.

**C. FOLLOWING ARE PROCEDURES AND REGULATIONS GOVERNING DWSD LEAVES OF ABSENCE:**

**1. Procedure for Applying for Leave of Absence**

- a. An employee requesting a DWSD leave of absence shall make written request to his/her department director stating the reasons for the requested leave. Supportive documentation for all requested leaves, except those for medical reasons, shall be presented to the department director. Medical documentation shall be presented to the department human resource representative. The department director or the department human resource representative shall investigate such request to determine whether such request is in accordance with department policy, and if approval is recommended shall submit the leave request on prescribed forms to the Human Resources Director for consideration.
- b. Upon receipt of the recommended leave request, the Human Resources Director shall make such investigation and may require such additional evidence to permit a determination as to whether the request for leave is consistent with DWSD Policy and is in the interests of DWSD service. The employing department director and employee shall be informed of the approval or rejection of the leave request within five (5) work days of receipt of such request.
- c. All requests for leaves of absence shall be submitted in sufficient time to enable an adequate investigation to be made prior to the requested effective date of the leave. Failure to provide adequate notice may be grounds for denial of a leave request.
- d. Requests for extensions of leaves of absence shall be made and processed in the same manner as original leave requests.
- e. Misrepresentation as to the purpose of the leave of absence shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

**2. Length of Leaves of Absence:**

- a. Generally, DWSD leaves of absence shall be initially granted for the period requested by the employee and/or as recommended for approval by the employee's employing department, but not to exceed one (1) year. Exceptions to this general

proposition are as follows:

- (1) Approved leaves of absence for health reasons shall be granted for an initial period not to exceed four (4) months. (Four [4] months is the period of time during which an employee on leave for any reason may continue to be covered by the Employee Benefit Plan. Beyond four months only employees on leave for health reasons may continue to be covered under such plan. If an extension of the leave for health reasons is granted, the employee shall be eligible to participate in the Employee Benefit Plan for the duration of the health leave extension. Such participation is at the employee's own expense.)
  - (2) Approved leaves of absence for military service shall be granted for the entire period required to complete the tour of duty, not to exceed four (4) years plus one (1) additional year resulting from the request of the United States government.
- b. Extensions beyond the initial period of leave may be granted if necessary to carry out the purpose for which the leave of absence was granted.
  - c. Upon written request of the employee on leave and for proper reasons shown, the employing department director may modify the term of the approved leave to allow for the employee's early return to active employment. Notice of such action shall be promptly given to the Human Resources Unit.

### **3. Return to DWSD Employment:**

- a. Upon expiration of the approved leave of absence, the employee has the right to return to a position in the department from which the leave was granted which is in the same classification and at the same salary level which the employee had at the time the leave was approved. If the employee would have been laid off or demoted as a result of a reduction in force in the department during the period of leave, then the employee shall be granted whatever rights the employee would have had had he/she been employed at the time of the reduction in force.
- b. An employee reporting for reemployment following a leave of absence must be physically and mentally capable of performing the essential duties of the classification for which he/she seeks reemployment. Persons returning after all leaves of absence for health reasons and all leaves of ninety (90) or more calendar days shall be directed to an approved medical facility prior to returning to work.

An employing department may also request that a returning employee be referred to the medical facility prior to returning to work in other instances not covered above. Such request shall be in writing.

- c. **Special Provisions Applicable to Persons Returning from Military Service:** Employees returning from a leave for military service, upon fulfilling all statutory

conditions for reemployment, shall be entitled to all rights and benefits provided under the U.S. Veterans' Re-Employment Rights Status (Chapter 43, Part III, Title 38, U.S. Code). Included is the right to be restored to the employee's pre-service position, or similar job duties within a reasonable period (not to exceed fifteen [15] days) and to receive all benefits and considerations which the employee would have received or would have been entitled to had the employee remained on the job during the period of military service. Any questions concerning rights of persons returning from military service or claims for benefits under the Veterans' Re-Employment Rights Statute should be promptly referred to the Human Resources Department.

**4. Restrictions on Employees on Leave of Absence:**

- a. No person while on leave of absence may be remuneratively employed except where such remuneration is provided for in the purposes for which the leave is granted, or is a necessary component of an approved educational internship.
- b. Commission of any act or conduct which violates the terms of the leave or which would have resulted in suspension or discharge of the person were he/she on the active payroll shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

## **21. 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 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 300 miles from the City of Detroit. 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 two (2) 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, 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 return to work. If the funeral which the employee attends is more than 300 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.
- 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.

## **22. SICK LEAVE**

- A. All employees hired prior to effective date of approval by Board of Water Commissioners 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 twelve (12) sick leave days in any one fiscal year. Those employees hired on or after effective date of approval by the Board of Water Commissioners 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.

All employees must be on the payroll for the entire month to be credited with sick leave.

- B. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
- C. Sick leave may not be granted in anticipation of future service.
- D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

This section shall otherwise be in accordance with Chapter 13-5-1 of the Municipal Code.

- E. Reserve sick leave is not available for usage as Departmental Leave Days.
- F. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this Article.
- G. DWSD shall provide upon request monthly reports on sick leave usage by department.
- H. Subject to administrative constrictions, Employees who have accumulated a total of fifty (50) or more unused sick days on July 1<sup>st</sup> shall receive up to six (6) bonus vacation days based on the employee's own sick time usage in the previous fiscal year.
- I. Departmental Leave Days

Each fiscal year, employees may be granted the use of up to five (5) department leave days, charged to your current sick leave banks, to cover absences for the following purposes. Employees are responsible for obtaining approval and presenting documentation justifying the leave request:

1. Funeral not covered by this Agreement
2. Subpoenas for non-criminal offenses
3. Tests: Professional examinations, including Certified Public Accountant (CPA), Professional

Engineer (P.E.) or Michigan Bar Exam

4. Moving: Employee's home only.
5. Wedding: employee or immediate family member.
6. Religious Observances.
7. Security Home after a robbery

In addition to the above, there may be other acceptable reasons for use of departmental leave. Employee must make the written request to Human Resources for approval.

**Note:** The two-tier system for new hires referenced in this Article will be implemented when the Payroll System has the capability.

## **23. WORK WEEK, WORK DAY, SHIFT PREMIUM –**

### **A. STANDARD SERVICE WEEK:**

1. DWSD shall have the discretion to schedule the length of the workday with ten (10) work days of notice to the Union and affected employees. DWSD shall hold a special conference with the Union at least ten (10) work days prior to assigning employees to a twelve (12) hour shift. The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 11:59 pm Sunday. It shall consist of five (5) regularly scheduled eight (8) hour work periods or four (4) regularly scheduled ten (10) hour work periods, 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. Typically, the first scheduled “off day” within the payroll work week shall be designated as the “sixth day” and the second scheduled “off day” within the payroll work week shall be designated as the “seventh day”.
3. Off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect or add cost to operations of the department.
4. The DWSD and the Union will review departmental work schedules which currently do not provide for consecutive off days. If the parties can agree that scheduling changes which allow for consecutive off days are feasible, such changes will be implemented, provided that such changes do not result in increased costs or loss of productivity.
5. The DWSD and the Union will also review those departmental operations which currently require rotating shifts. If the parties can agree that a more productive schedule can be established without an increase in cost, DWSD will take the steps necessary to implement such schedules.

Employees will be allowed to submit shift preferences within locations for any new work schedules established pursuant to reviews made in accordance with this section.

**B. SERVICE DAY AND WORK DAY:**

1. The regular full working day may consist of eight (8) or more hours of work in the service day exclusive of the lunch break. It shall begin at 12:01 a.m., and extend to 12:00 p.m.
2. Two (2) coffee breaks of not less than fifteen (15) minutes per shift shall be permitted.
3. The normal lunch period for all day shift employees not working twenty-four (24) hour shift operations covered by this Agreement will be scheduled between the hours of 11:00 a.m. and 1:00 p.m.
4. An adequate wash-up time will be allowed all employees covered by this Agreement before lunch and at quitting time.
5. 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 appropriate rate.
6. The Department and Local 2920 mutually agree to continue flex-time for employees on a division-by-division basis. Employees shall be permitted to arrive at their assigned work stations at any time between fifteen (15) minutes prior to fifteen (15) minutes after their established starting time. Quitting time will be after completing the number of assigned work hours that day. If an area or job assignment requires specific coverage, management may deny said employee or employees the right to fully utilize the above flex-time system on that day. In the event problems arise in any flex-time program, the Department shall request a Special Conference with the Local Union President. The Department reserves the right to suspend the flex-time program system in a specific area where appropriate based on departmental needs. The Department also reserves the right to suspend the flex-time program systems with the approval of the Director. Any modifications or changes shall be implemented within thirty (30) days following the date of the Special Conference.
  - a. Divisions shall designate the normal business hours, alternate starting times in thirty (30) minute increments, and staffing levels required to meet its needs.
  - b. Employees will be allowed to submit schedule preferences in advance. Upon assignment, the employee will not be permitted to submit a request to change schedules for a period of three (3) months. After three (3) months, if the employee wishes to change schedules, a two (2) week notice must be submitted for consideration.
  - c. Should departmental needs change, any new schedules will be discussed with the Local Union President prior to any implementation.

7. Employees assigned to seven day operations shall be required to call in two (2) hours prior to the start of their shift when requesting a sick day.

**C. AFTERNOON AND NIGHT SHIFTS:**

1. **Shift Premium Rates:** Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of twenty-five cents (25¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night shift according to Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.
2. **Shift Premium Times:** The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. and 6:59 p.m. The night shift shall be any full-time shift commencing at the hour of 7:00 p.m. or between the hours of 7:00 p.m. and 3:59 a.m. in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

The first 15 minute break period will be taken as follows:

- A. No break shall start earlier than 1 hour after the start of the shift nor end later than 1/2 hour before the lunch period begins (see below).
- B. The lunch period will be taken as follows:
- C. No lunch shall start earlier than 2 1/2 hours after the start of the shift or end later than 2 1/2 hours before the end of the shift.
- D. The second 15 minute break period will be taken as follows:
- E. No break shall start earlier than 6 hours after the start of the shift nor end later than 1/2 hour before the end of the shift.
- F. It is mutually agreed that in special situations such as the Energy Assistance Centers, the lunch period and breaks may be adjusted as operating needs require.
- G. Unless provided for otherwise within this labor agreement, all of the provisions of this Article shall be in accordance with DWSD Policy.
- H. Currently, all hourly paid employees shall receive their pay for regularly scheduled hours not later than Friday following the payroll week in which it is worked. When the payroll system has the capability, such employees will be paid on a bi-weekly basis.

## **24. OVERTIME**

- A. The 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. Such overtime shall not be scheduled so as to reduce the work force. DWSD has the right to determine when overtime work is required and schedule such overtime consistent with the terms of this Agreement. Management has the discretion to assign overtime work to employees most capable of performing the necessary work within a classification. In assigning overtime assignments, however, DWSD will not discriminate.
- B. TIME AND ONE-HALF OVERTIME:
  - 1. 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:
    - a. 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.
  - 2. Salary Rated Employees – Time and one-half shall be credited or paid to salary employees as follows:
    - a. All hours worked over forty (40) in one service week except if such time is worked on a seventh day or a holiday.
    - b. 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. All overtime paid under this contract shall be computed solely on the basis of time actually worked by the employee, which shall include Union Release Time.
- D. 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.

## **25. 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 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.

- D. 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.
- E. Time and a half 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.
- 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, as designated. 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 his excused time for the day.
- H. 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.
- I. 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.

- J. If an employee engaged in a six or seven day operation, 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, 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.
- K. The DWSD shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, DWSD will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

In the event a department requires additional personnel during the period, the Human Resources Unit will be so advised. Employees who are without accrued time and are desirous of working during the period will contact their department Human Resources Officer for available placement in another department.

The optional holiday season closing dates during the period of this Agreement shall be:

**TBD**

The DWSD shall notify the Union by November 1<sup>st</sup> of each year of whether it intends to implement a holiday closedown.

Any scheduled time off or uses of departmental leave days during these periods shall not be

counted against the employees' attendance records nor adversely affect their benefits.

- L. The Holiday Schedule during the term of this Agreement is set forth in Exhibit III.

## **26. UNUSED SICK LEAVE ON RETIREMENT**

- A. Employees shall be entitled to payment for unused sick leave on retirement as follows:
- B. Upon death with twenty (20) years of service, or retirement, an employee shall be entitled to payment of sixty percent (60%) of their unused sick leave hours in their Reserve Bank (as defined in Article 24 of this Agreement) plus the sick leave hours accrued prior to July 18, 2012 in their Prior Bank (as defined in Article 24 of this Agreement), reduced by any sick leave that has been taken after July 18, 2013 from those Banks. All sick leave hours accrued after July 18, 2012 and remaining unused upon death or retirement will not be paid.

This payment will be made pursuant to City of Detroit policy, which may not be amended consistent with the terms of this Agreement with respect to the administration of such benefits but not with respect to the value of the benefit to the employee/retiree.

- C. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.
- D. Unused sick leave will be paid out according to the General Retirement System Rules.

## **27. 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 a 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 the July 1 following his/her 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, his/her vacation shall be computed on a fiscal year basis.

Employees hired on or after September 28, 2010, 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 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 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 five (5) days and rounding the product to the nearest whole number. Thereafter, his/her 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 September 28, 2010, with fifteen (15) or more years of service shall be fifteen (15).

- B. **VACATION SCHEDULE:** The vacation schedule for employees hired prior to September 28, 2010, shall be as follows:

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

**VACATION SCHEDULE:** The vacation schedule for employees hired on or after effective date of approval by Board of Water Cpmmissioners shall be as follows:

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

- C. **VACATION PERIOD:**

1. Vacation will, insofar as possible, be granted at a time most desired by employees according to their seniority.

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 vacation, or prior to, his vacation shall be re-scheduled after proof of such illness.
4. Employees who are on extended sick leave of one (1) month or more on any October 1<sup>st</sup> 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.
5. Effective October 1, 2019, an employee's vacation bank may not exceed more than twenty (20) days, or 160 hours, on any October 1.

**D. 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 (1600) hours 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 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 effective date of approval by The BOWC 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.

**E. CREDITING VACATION:**

One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest ½ 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<sup>st</sup>, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged against his/her existing vacation bank. If there is not sufficient time in that bank, he/she will be docked for the time.

**F. 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 30-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.

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 vacation intact.

**G. 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.

**H. COMPENSATORY TIME CONVERSION:**

Employees will have two (2) days 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.

**Note:** The two-tier system for new hires as referenced in this Article will be implemented when the Payroll System has the capability.

## **28. RATES FOR NEW POSITIONS**

Rates of pay for newly established classes shall be determined by the DWSD. Recommendations for the establishment of such rates shall be directed to the BOWC. When the new classification clearly falls within one or more established bargaining units covered by this Agreement, Council 25 will be notified in writing as to the classification, the departments, the rate and anticipated

number of employees affected before any action will be taken by the BOWC. Copies of such notice will be mailed to those Local Unions which will most likely have members under the newly established classification.

In the absence of any appeal by Michigan Council 25 within twenty (20) working days of the date of the notice to the Union, action on the positions will be submitted to the BOWC. In the event of an appeal, the interested bargaining agent may negotiate for a suitable rate with the DWSD and the matter shall be handled in accordance with the procedure for Special Conference. If the parties fail to reach agreement on a new rate within forty-five (45) days after notice is given to the Union, DWSD may implement its last offer to the Union. DWSD's offer shall be retroactive to the date of the adoption of the new classification by the Human Resources Unit. The DWSD's implementation action shall not terminate the negotiations and any subsequent settlement shall also have retroactivity to the date the Human Resources Unit established the new classification. (It is understood that an employee will be eligible for retroactive pay only for such periods of time as the Human Resources Unit has determined the employee to have actually been performing the duties of the new classification).

## **29. TEMPORARY ASSIGNMENTS**

### **A. GENERAL PROVISIONS:**

Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classifications except in cases of emergency or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations. Emergency conditions shall be defined as those situations caused by factors beyond the control of management such as acts of God which cannot be anticipated or planned for in the normal course of departmental operations.

### **B. 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 management 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 the 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. Qualified shall mean being on the most recent promotional list for the class. If there is no qualified employee in the work unit, the out-of-class assignment shall be offered to the next qualified person in the unit 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. Qualified shall mean being on the most recent promotional list for the class. If there is no qualified employee in the work unit, the next qualified employee in the department will be given consideration for transfer and temporary promotion to the available position provided he/she is readily available and able to do the work and provided it does not adversely affect departmental operations.
5. The parties recognize that out-of-class work assignments shall not be used to circumvent established procedures for filling vacant positions by transfer or promotion as provided in Article 18 – Transfers and Promotions, nor shall supervisors avoid out-of-class payment by arbitrarily alternating out-of-class assignments.
6. If the Union or the employee believes that the employee is regularly assigned duties outside of his/her current job classification, the Union 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) days of receipt of the employee's classification questionnaire. If this survey cannot be completed within this time period, the Union and/or employee will be notified.
7. Health and Safety issues arising from out-of-class assignments shall be handled in accordance with procedures set forth in Article 13 Health and Safety.
8. Employees assigned to work out-of-class shall receive the appropriate additional compensation promptly not to exceed forty-five (45) days after the pay period in which the out-of-class work was performed. This provision shall not apply where there is a dispute as to whether the employee worked out-of-class.

When situations are identified where the above provision has not been complied with, the DWSD will promptly investigate and take action to expedite payment to employees.

**C. TEMPORARY PLACEMENT OF EMPLOYEES INTO OTHER DUTIES:**

1. The employer may temporarily place an employee into other duties once per year, unless additional temporary placements are otherwise agreed to by DWSD and the Union. The employer shall seek volunteers.
2. Employees temporarily placed under these provisions shall not be required to perform

work out of their class, except that the provisions for out-of-class assignments shall be available for operation in these cases of temporary placement, provided that out-of-class opportunities at the transferred-in location must be preserved and first made as available to any qualified employee regularly assigned at the transferred-in location. Regardless, if the work performed at the transferred-in location is an upgrade, the subject temporarily placed employee shall be paid the out-of-class rate.

3. Employees temporarily placed under these provisions shall not lose his or her promotional opportunity at the transferred-out location and shall be treated as if he or she had not been temporarily placed in other duties/department.
4. The local union(s) at the transferred-out and transferred-in locations shall be notified of the proposed move and the reasons therefore, at least thirty (30) days before the planned placement. DWSD will consider any union responses to its originally planned placement(s) for the possibility of choosing to modify said plans.
5. Any vacation period the moved employee had approved at the transferred-in location will continue to be honored at the transferred-out location.

### **30. 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.
- B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her 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 his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential.

The jury duty 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 under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract (except Article 7-F).
- E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. However, the employee must notify the department of his/her 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 his/her normally scheduled hours of work. Jury duty time shall be counted as time worked for the purpose of computing overtime.
- G. Upon return from jury duty, DWSD will deduct the amount received or due from such jury duty, less any mileage allowance paid for the jury service, from the employee's pay.

### **31. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE**

- A. During the term of this Agreement, Employees will be eligible to participate in the group medical, prescription drug, flexible spending, dental, and vision plans ("Medical Plans") offered by DWSD. Unless the parties (1) mutually agree otherwise, (2) DWSD's operations are transferred to a new independent intergovernmental authority, or (3) DWSD develops alternative health care plans which are designed to either be substantially similar or better than the City's 2014 medical plan designs ("Medical Plan Designs"), or provide employees with alternative choices, the Medical Plan Design will remain in place during the term of this Agreement. For purposes of this Article, the term Medical Plan Design will collectively refer to deductibles, co-payments (including prescription drug benefit co-payments), covered services, networks, and third party administrators or insurers.
- 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.
  - 1. For calendar year 2014, Employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the effective date of this Agreement.
  - 2. For subsequent calendar years during the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms, conditions and limitations set forth in this Article. Under this cost sharing arrangement, DWSD will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier.

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 or DWSD (excluding any liability that may result from a separate breach of this Agreement pursuant to Section C above), nor will such failure be considered a breach by the City or DWSD of any obligation undertaken under this Agreement 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. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require DWSD to fall out of compliance with the requirements Public Act 152 of 2011 MCL § 15.561 *et. seq.* (“PA 152”).

The following provisions cover employees who accept employment with a successor organization:

- A. During the term of this Agreement, Full-time Employees, who were active employees of DWSD when they received an offer of employment from the Employer, will be eligible beginning the first day of employment or as soon thereafter as practicable to participate in the group medical, prescription drug, flexible spending, dental, and vision plans (“Medical Plans”) offered by the Employer (see Exhibit II). Full-time Employees who were not active employees of DWSD when they received an offer of employment with the Employer shall be eligible for their benefits after ninety (90) calendar days of employment. The Medical Plan Design will remain in place during the term of this Agreement.

Employees shall remain eligible for group medical and prescription drug coverage while on Short Term Disability as long as an employee:

- (i) is placed on short term disability; and
- (ii) they make their required contribution to the premium for that coverage

- B. Full-time 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 in accordance with applicable law.

Employees’ contributions under the Employer Medical Plan will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms, conditions and limitations set forth in this Article. Under this cost sharing arrangement, the Employer will pay eighty percent (80%) of the costs of each coverage tier in the Employer’s Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier.

- C. 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 DWSD or the Employer, nor will such failure be considered a breach by DWSD or the Employer of any obligation undertaken under this Agreement 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 Employees or beneficiaries of Employees.

- D. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the Employer to fall out of compliance with the requirements of Public Act 152 of 2011, MCL § 15.561, et. seq. (“PA 152”).
- E. In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively “the Cadillac Tax”), the Employer will give notice to the Employee. The Employer shall implement the most comparable standard plan that does not result in a cost increase to the Employer to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.
- F. 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.

### **32. WORKERS' COMPENSATION**

All employees shall be covered by the applicable Workers' Compensation laws and related benefits, and the DWSD Worker's Compensation Policy.

Employees shall not be eligible for holiday pay nor earn additional vacation, sick 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 Pension Bureau to pay those premiums in order to continue coverage.

### **33. LONG-TERM DISABILITY INSURANCE**

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

## **34. 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:**

Mandatory for regular employees.

#### **2. Contributions:**

By the City - \$13.30 per year per employee.

By the employee 20¢ per week or \$10.40 per year.

If during the term of this Agreement, the Employee Benefit Board approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to employees covered by this Agreement.

### **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.
2. A lump sum payment of \$10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:
  - a. Total and permanent loss of sight of both eyes.
  - b. Loss of both legs or both feet at/or above the ankle.
  - c. Loss of both arms or both hands at/or above the wrist.
  - d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
  - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
  - f. Incurable insanity or imbecility.

A claimant to benefits under this Paragraph shall have the right to present any written information in support of the claim which shall become part of the records reviewed by the physician appointed by the City of Detroit's Finance Director and the Medical Board of Inquiry, should a Board of Inquiry be formed.

The Finance Director shall appoint a physician who shall examine the medical records and findings and with respect to rights of claimants, the physician may also personally examine the claimant. Said physician shall within sixty (60) days of appointment file a written report regarding his medical findings, which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

Should either the claimant or the Finance Director disagree with the medical findings of the physician so appointed and the claim for benefits is denied, the claimant or the Finance Director must so indicate to the other in writing the demand for a Medical Board of Inquiry.

The Medical Board of Inquiry shall consist of three physicians or surgeons appointed by the Wayne County Medical Society. The Medical Board of Inquiry shall examine all medical findings and within sixty (60) days of its formation shall file with the Finance Director a written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him and the fees of any Medical Board of Inquiry formed.

3. Employees who receive a permanent disability payment under this Article shall be ineligible for the \$10,000 Duty Death Benefit described in Section B-1 above.

### **C. GROUP LIFE INSURANCE:**

A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. **Membership:** Optional for members of the Employees Benefit Plan.
2. **Contributions:** The City shall pay approximately sixty percent (60%) of the premium for insurance up to and including \$12,500. The employee shall pay forty percent (40%) of the premium for insurance up to and including \$12,500. The employee shall pay the full cost of any insurance in excess of \$12,500.
3. **Benefits – Employees:**

<b><u>Yearly Pay</u></b>	<b><u>Amount of Insurance</u></b>
Under \$5,000	\$ 3,750
\$5,000 to \$7,500	\$ 6,250
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

#### 4. Benefits – Dependents:

**Cost to Employee**

\$ .70 per week

**Amount of Insurance**

\$5,000 each dependent

#### D. ADDITIONAL INSURANCE:

1. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

	Amount of Insurance	Amount of Insurance
<u>Yearly Pay</u>	<u>Option 1</u>	<u>Option 2</u>
\$12,500 to \$15,000	\$15,000	\$30,000
\$15,000 to \$17,500	\$17,500	\$35,000
\$17,500 to \$20,000	\$20,000	\$40,000
\$20,000 to \$22,500	\$22,500	\$45,000
\$22,500 to \$25,000	\$25,000	\$50,000
\$25,000 to \$27,500	\$27,500	\$55,000
\$27,500 to \$30,000	\$30,000	\$60,000
\$30,000 to \$32,500	\$32,500	\$65,000
\$32,500 and above	\$35,000	\$70,000
and so forth in	and so forth in	and so forth in
\$2,500 increments	\$2,500 increments	\$5,000 increments

2. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

#### E. LIFE INSURANCE:

The City agrees to deduct premiums for whole life insurance coverage for a carrier selected by the Union and approved by the City. A minimum of 400 employees must sign up for the deduction before the plan will be implemented. A charge of fifteen (15) cents per deduction, per employee will be made by the City . The carrier shall pay the City fifteen (15) cents per deduction, per employee.

The following provisions cover employees who accept employment with a successor organization:

- A. Life Insurance: The Employer shall provide Full-time Employees, beginning on the first day of the first full month of employment with life insurance. The life insurance benefit



shall be 1.5 times the Employee's annual earnings, calculated at the Employee's annual earnings, calculated at the Employee's base hourly wage or salary, up to a maximum benefit of \$300,000, however, the minimum benefit shall be \$50,000.

- B. Accidental Death and Dismemberment: The Employer shall also provide an accidental death and dismemberment coverage to employees enrolled in life insurance coverage.

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.

### **35. UNION BULLETIN BOARD**

- A. The DWSD will furnish for the Union one (1) adequate bulletin board at each of the agreed timeclock locations. The boards shall be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of the Union.
5. Rulings or policies of the Michigan Council 25 and International Union.

Notices and announcements shall not contain anything political or of a libelous nature. All notices shall be signed by the Local Union President or his/her designated representative.

- B. Any abuse of the Union bulletin board will be a matter for a special conference.

C. BULLETIN BOARD LOCATIONS:

- |  |                |
|--|----------------|
| 1. 735 Randolph- Water Board Building    | 4 Boards       |
| 2. Energy Assistance Centers             | 1 Board (each) |
| 3. West Yard                             | 1 Board        |
| 4. 6425 Huber- Central Services Facility | 4 Boards       |

Adjustment to the number and location of Union Bulletin boards shall be mutually agreed upon.

### **36. STRIKES AND LOCKOUTS**

- A. Interference with Work: The Union 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 will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike,

work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

### **37. SAVINGS CLAUSE**

If any Article or Section of this Agreement or any Supplement thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and supplements shall not be affected thereby, 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.

The DWSD shall meet with AFSCME to discuss modifications to contractual language that is required by Judge Sean F. Cox's November 4, 2011 Order in the event that the terms of the November 4, 2011 Order required on pages six and seven of that Order are ultimately overturned or otherwise deemed unenforceable by a higher court.

### **38. WAGES**

#### **A. WAGE INCREASE:**

1. After ratification and approval of this Agreement by both parties, bargaining unit members employed at the time of ratification shall receive an off-schedule bonus payment of Eight Hundred Dollars (\$800).
2. Effective July 1, 2019, all employees employed as of the ratification date of this Agreement shall receive an off-schedule bonus payment of Three Hundred and Fifty Dollars (\$350).
3. Effective July 1, 2020, all employees employed as of the ratification date of this Agreement shall receive an off-schedule bonus payment of Three Hundred and Fifty Dollars (\$350).
4. Within sixty (60) days of the ratification and approval of this Agreement by both parties, DWSD shall commence a formal review of all job classifications and related compensation. Within one-hundred and twenty (120) days of the completion of the formal review, employees employed at the time of the ratification of this Agreement may be re-classified in accordance with the results of the formal review. Such review shall begin with the Automotive Fleet Technician classification.

#### **B. MISCELLANEOUS:**

1. All salaried employees 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.
  - b. Each employee covered by this Agreement, whose wages are classified as a yearly salary with minimum and maximum rates more than \$20,000 annually, and which rates, as a result of any required change to be made to their wages causes the resulting amounts to fall between even hundred-dollar levels, shall have these rates adjusted to the next higher hundred dollar level.
3. An employee shall progress through the higher classification upon meeting the established qualifications for the job as determined by DWSD.
  4. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the Participation in the plan shall be optional with each employee.
  5. Credit Union Deductions: In the event that Michigan Council 25 organizes a Credit Union, the City will permit payroll deductions in the same manner and form it is now doing for the Detroit Municipal Employees Credit Union.
  6. Public Service Credit Union: Following full and complete deployment of all of the applicable DRMS modules, or other computerized payroll processing systems, the City will meet with the labor organization and Public Service Credit Union representatives with the goal of establishing payroll deductions in the same manner and form, or as closely as possible, that it does for the Detroit Municipal Employees Credit Union.
  7. When it is administratively feasible, the pay check for all employees shall be transmitted via direct deposit.

C. **CORRECTION OF PAYROLL ERRORS:**

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 department human resources office.

For overpayment recoveries, the City is authorized to deduct up to one hundred dollars (\$100) bi-weekly. If the employee separates from the 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.

**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. Election Day and Swing holidays are eliminated.
- B. Employees shall be granted eight (8) hours of "Excused Time" on the following five (5) days: Good Friday, Veteran's Day, the last scheduled paid day before Christmas Day and before New Years' Day and for the day after Thanksgiving.
- C. The manner in which payment is calculated for these days will remain in accordance with the language in Article 30 Holidays and Excused Time Off. Swing Holidays are eliminated.

Employees placed in the Special Projects Technician classification shall be assigned work that they are qualified to perform and shall be provided reasonable instruction prior to starting the assignment. Placement in the Special Projects classification shall be continued until, in DWSD's judgment, there is no available work left to perform or it is no longer advantageous to DWSD's operations. Employees in the Special Projects classification are eligible to apply for promotion to new classifications within the bargaining unit. Employees in the Special Projects Technician classification may be assigned to projects not previously assigned to members of this bargaining unit, provided that they are qualified to perform the work. The Union shall not file any grievance, unfair labor charge or lawsuit alleging that non-bargaining unit members are performing work that historically was performed by members of its bargaining unit.

**39. CLOTHING AND UNIFORM ALLOWANCES**

- A. For employees who are required to furnish a specific uniform at their own expense, the allowance will be \$350 per year.
- B. Clothing and uniform allowances will be paid by the last pay period in September.
- C. Smocks will be provided to clerical personnel assigned to the, Central Service Facility,.
- D. To the extent practicable, employees which are entitled to a new uniform (as determined by DWSD), will be provided said uniforms within ninety (90) days following the effective date of this Agreement.

## **40. SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party hereto.

## **41. EMPLOYEE ASSISTANCE PROGRAM**

- A. The DWSD and the Union recognize and acknowledge that behavioral-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 behavior-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 work site and the well-being of co-workers. The DWSD and Union believe most behavioral-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.

DWSD and AFSCME believe that constructive measures are possible to deal with the problem through labor/management cooperative efforts.

- B. The DWSD and the Union agree that:
1. 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 union may exercise its right to process grievances concerning such matters in accordance with the AFSCME Master Agreement.
  2. 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.
  3. When a leave of absence is necessary so that an employee may undergo behavioral-medical treatment for alcoholism, drug abuse, or other personal problems in or from an

appropriate facility in accordance with this program, and when the employee has voluntarily submitted himself for such treatment, he/she may be granted a leave of absence if the employee has completed one (1) year of continuous classified service immediately prior to the leave.

4. The confidential nature of medical records of affected employees will be preserved in the strictest manner as all other medical records. To the extent feasible, employee assistance facilities will be located in areas separate from other DWSD activities.

## **42. CAREER DEVELOPMENT AND TRAINING**

- A. The DWSD and the Union recognize the need to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to effectively carry out duties and responsibilities of their current classification, and to qualify for more responsible positions in the future. 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.
- B. The DWSD subscribes to the principle of promotion from within, and, in keeping with that principle, DWSD agrees to focus some of its resources toward those employees in lower job classifications in order to provide opportunities to train and enter new careers.
- C. The DWSD and the Union agree that one of the major goals of training and career development is to achieve a representative work force at all levels of DWSD.
- D. In consequence of the foregoing, DWSD and the Union agree:

Employees will be recruited from the AFSCME bargaining unit to be trained in programs leading to career advancement. Selection shall be made from among those meeting the prerequisites for the training programs.
- E. The DWSD and the Union recognize that technological or other changes may occur during the term of this Agreement. Whenever such changes occur, bargaining unit members will be offered opportunity for training, retraining or reassignment whenever possible.
- F. To insure that employees are adequately trained, The Human Resources Unit may conduct periodic training need assessments and employee performance reviews.

## **43. SOCIAL SECURITY**

DWSD and the Union agree that the employees represented by Michigan District Council 25 and its affiliated Local Unions and coming under the terms of this Labor Agreement shall continue to be covered under the terms of FICA (Social Security).

#### **44. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT**

- A. 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, creed, national origin, age, political orientation, sex, sexual orientation, or disability, (See Memorandum of Understanding Re: Precedence of Americans with Disabilities and Michigan Persons with Disabilities Civil Rights Act Obligations to Disabled Persons), and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. DWSD agrees to periodically provide the Union with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding DWSD employees.
- C. DWSD further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.

Upon request, the Human Resources Director or his/her designated representative(s) shall meet with the Joint Career Development and Training Committee.

#### **45. RETIREMENT**

- A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty (30) nor more than ninety (90) days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement, he/she shall be retired, notwithstanding that pending such period of notification he/she may have separated from the City of Detroit service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code. Employees may retire on or after July 1, 1992 with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

Employees who have resigned with 25 or more years of service since July 1, 1992, shall have ninety (90) days to submit an application for this option from the date they are officially notified by the Pension Bureau that said application can be processed.

After the initial enrollment of applicants by the Pension Bureau, employees who subsequently leave the City employment shall have ninety (90) days from their last paid date on the City payroll to select this option.

Retirees who began receiving a Duty or Non-Duty Disability Pension after July 1, 1992 may convert to this option no later than ninety (90) days after they would have had twenty-five (25) years with the City and have been notified by the Pension Bureau of the availability of this option.

Employees who began receiving Income Protection Benefits after July 1, 1992 may convert to this option anytime after they have had twenty-five (25) years of service with the City. The above paragraphs notwithstanding, employees hired after January 1, 1996, shall not be eligible for a Service Retirement until they shall have attained fifty-five (55) years of age. This age requirement shall apply to both the regular service retirement with thirty (30) years of service and for pension calculation purposes to the early service retirement (actuarially reduced) with twenty-five (25) or more years of service.

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City of Detroit with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City of Detroit's retirement system and Social Security without creating any additional actuarial costs.
- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986 shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

In the event that any law, state or federal, is passed during the term of this Agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second birthday.

- E. Employees who become eligible for a pension under the vesting provisions of the plan shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.



Employee contributions to the general retirement annuity fund shall be optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

Upon attainment of twenty-five (25) years of service, an employee shall be eligible to withdraw, one time only prior to retirement, all or part of his/her annuity savings. Non-Duty and Duty Disability Retirees shall be eligible to withdraw, one time only, all or part of their annuity savings.

- F. At the time of retirement, members of the General City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.

Employees who retire on or after July 1, 1998, shall have their pensions computed according to the following formula: Using the highest paid 36 consecutive months out of the last 120, including longevity payments received prior to July 1, 2012, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service greater than 10 years up to 20 years, 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation for each year of service greater than 25 years; plus \$12 for each year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.

- G. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for elsewhere in Article 28 of this labor agreement or 2) chose to receive payment of one- quarter (1/4) of their unused sick time and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance.
- H. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased to \$9,000 per annum.

- I. Effective January 1, 1999, minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.
- J. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective January 1, 1999, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of \$6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.
- K. Effective February 11, 2010, any employee covered by this agreement, who is seeking a duty disability retirement, shall have an examination conducted by an independent medical examiner (IME). If the IME concludes that the employee's physical or medical condition does not relate to his/her employment with the City of Detroit, the employee shall not be eligible for the duty disability retirement.
- L. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- M. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- N. Annuity Contribution Amounts: DWSD The City of Detroit will offer to employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.
- O. Members of the bargaining unit shall have the option of belonging to the City of Detroit's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City of Detroit will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the Board of Water Commissioners, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.
- P. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City of Detroit and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time

appointive or classified City employee.”

- Q. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

**NOTE:** All of the above provision changes will be presented to the Internal Revenue Service and are subject to being final only upon a determination that they are acceptable and approved and will not harm the current favorable tax-exempt status of the General Retirement System.

The two-tier system for new hires referenced in this Article will be implemented when the City of Detroit’s Payroll System has the capability. (See Memorandum of Understanding – RE: HR/Payroll Systems.)

- R. Within ninety (90) calendar days after the execution of this agreement, DWSD shall begin an evaluation of the feasibility and desirability of an early retirement program for members of the Association. No later than 150 calendar days after the execution of this Agreement, DWSD shall conduct a special conference with the Union bargaining committee to discuss and evaluate the merits and qualifications of an early retirement program.

- S. **Note:** Sections A-Q, inclusive, shall only apply to employees hired prior to April 1, 2013: Employees hired on or after April 1, 2013 shall not be enrolled in the City’s defined benefit plan, but shall be enrolled in a defined contribution plan established by the 1998 ordinance.

DWSD’s contribution shall be six percent (6%) of the employee’s base salary. The employee’s contribution shall be voluntary. If the employee elects to make a contribution, it shall be matched by DWSD dollar for dollar up to a maximum of three percent (3%) of the employee’s base salary. This matching contribution by DWSD shall be in addition to its contribution of six (6%).

- T. Employees hired prior to July 1, 2012 may remain in the City’s defined benefit program as described in Sections A through Q, inclusive, of this Article. Effective July 1, 2012, the employee, if he/she elects to remain in the defined benefit program shall make a pre-tax contribution of five percent (5%) to the defined benefit plan.

The employee may elect a voluntary, irrevocable conversion to the defined contribution plan described in Section O of this Article. Existing vested employer and employee contributions shall be converted to the employee’s account in the defined contribution plan. The conversion shall be calculated based upon the actuarial standard described in the 1998 Ordinance.

- U. Effective April 1, 2013, the pension multiplier shall be 1.5% for all years of service after that date.

- V. Effective April 1, 2013, the post retirement escalator factor for all service after that date shall be eliminated.
- W. During the term of this agreement, employees will be eligible for retirement benefits pursuant to terms and conditions offered by the City of Detroit to this bargaining unit. This article and such retirement benefits shall be modified as necessary during the term of this Agreement to conform to any plan of adjustment approved by the United States Bankruptcy Court.

The following provisions cover employees who accept employment with a successor organization:

- A. Full-time Employees shall be eligible to participate in 1) an Internal Revenue Code Section 401(a) defined contribution retirement plan, and 2) an Internal Revenue Code Section 457(b) deferred compensation plan. Such plans shall be administered by an independent third party vendor selected by the Employer.
- B. The Employer's contribution to the Section 401(a) defined contribution retirement plan shall be an amount equal to 6% of the Employee's base wages. The Employee may make voluntary pre-tax contributions to the Section 457 plan up to annual IRS limits. The Employer shall match the Employee's voluntary contribution on a dollar-for-dollar basis up to 3% of base wages.

Both the 6% employer contribution and the 3% employer matching contribution will be subject to a three (3) year "cliff" vesting schedule under the Section 401(a) retirement plan. Three (3) year "cliff" vesting means:

If an employee has less than 3 years of service = 0% vested  
If an employee has 3 or more years of service = 100% vested

If an employee terminates employment prior to completing three (3) years of service, combining the Employer and DWSD service, the employee will forfeit 100% of their employer contributions under the Employer plan. Once an employee completes three (3) years of service, combining the Employer and DWSD service, the employee will be 100% vested in all employer contributions under the Employer plan. Employee contributions are always 100% vested.

## **46. TUITION REFUND**

- A. Effective July 1, 2012, bargaining unit members with a minimum of three (3) years of service may participate in DWSD's Tuition Refund Program in accordance with the policies as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the human resources consultant/manager servicing their department. Eligibility to participate in the tuition refund program will begin after attaining three (3) years of service, prior to the start of the course or employment development program.

B. The maximum amount of the tuition refund shall be as indicated below:

1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition and applicable registration fees in seeking a graduate degree from an accredited university.
2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition and applicable registration fees in seeking an undergraduate degree from an accredited university.
3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied toward payment for participation in employee development programs.
4. DWSD shall allow reasonable reimbursement of approved out-of-pocket costs, supported by bona fide receipts, related to the employee training programs established.

The above amounts cannot be pyramided to permit any employee to receive more than a total amount of \$2,000 in any fiscal year.

## **47. PROTECTION CLAUSE**

It is the DWSD's commitment that in terms of a total compensation package, the AFSCME bargaining unit will not be economically disadvantaged as a result of subsequent settlements with other unions within the DWSD. Additionally, the AFSCME bargaining unit will not be economically disadvantaged as a result of subsequent settlements with the City of Detroit, as it pertains the following benefits: Healthcare, Retirement, Death Benefits & Life Insurance, Long Term Disability, Employee Annuity Loan Program and any other benefits that the DWSD may receive from the City of Detroit. However, it must be understood that compulsory arbitration may result in varied settlements.

The parties agree that special wage adjustments for particular classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job skills, shall not require an equivalent increase for the AFSCME unit at large; the parties further agree, however, that an adjustment shall be required for an AFSCME classification to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

## **48. CONFIDENTIAL EMPLOYEES**

The parties agree that certain DWSD employees are designated as confidential employees and are, therefore, to be exempt from membership in the bargaining unit covered by this Agreement. These employees are identified in accordance with court orders.

## **49. REQUIRED LICENSES, CERTIFICATIONS AND RENEWALS**

A. 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 certifications.

### **B. COMMERCIAL DRIVER'S LICENSE**

1. For employees who are required by the DWSD (as outlined in their job specification) to have a Commercial Driver's License (CDL), the DWSD will pay fifty percent (50%) of the renewal fee for their CDL. DWSD shall allow reasonable reimbursement of approved out-of-pocket costs, supported by bona fide receipts, related to the employee training program required.
2. Refund payments will not include any other fees or expenses associated with renewing a CDL.

To be eligible for this reimbursement, employees must follow the procedures established.

### **C. OTHER LICENSES AND CERTIFICATIONS**

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, the DWSD will reimburse affected employees fifty percent (50%) of 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. DWSD shall allow reasonable reimbursement of approved out-of-pocket costs, supported by bona fide receipts, related to the employee training program required.

This provision will take effect on the first day of the month following approval of this provision by the BOWC.

## 50. SKILLED TRADES

The DWSD and Michigan Council 25 of the American Federation of State, County and Municipal Employees agree that the classifications listed below are to be considered as Skilled Trades and persons holding these titles are considered journeypersons in their trade.

Automotive Fleet Technicians  
Field Service Level 1  
Maintenance Technicians

The parties agree to meet and confer regarding what benefits, support and training these positions shall receive as designated Skilled Trades.

## 51. HARASSMENT

The DWSD and Local 2920 agree that any type of harassment and/or discrimination are unwanted conduct in the workplace, and are prohibited under DWSD's policies. Accordingly, violation of these policies may result in disciplinary action up to and including discharge.

## 52. EMPLOYEE ANNUITY LOAN PROGRAM

In fulfillment of their collective bargaining obligations under the Michigan Public Employees Relations Act ("PERA") MC423.215, the parties agree that a Participant Loan Program will be available to bargaining unit members. Its terms will be as follows:

- (a) **Established:** Any loans granted or renewed shall conform with the requirements of Section 72(p) of the Internal Revenue Code, 26 U.S.C.1 et seq. Such loan program shall be established in writing by the Board of Trustees, and must include, but need not be limited to the following:
  - 1. The identity of the administrator of the Participant Loan Program;
  - 2. A procedure to apply for loans, the amount of loan that will be approved or denied, and limitations, if any, on the types and amount of loans offered;
  - 3. The procedure under the program for determining a reasonable rate of interest; and
  - 4. The events constituting default and the steps that will be taken to preserve plan assets.
- (b) **The Loan Program:** The Loan Program shall be contained in a separate written document copies of which shall be made available in the offices of the City General Retirement System for prospective participants in the program. The Board of Trustees is authorized to adopt rules and regulations, from time to time, to govern the administration and the operation of this program. Copies of the rules shall also be made available to prospective

participating members of the system in the offices of the General Retirement System.

- (c) **Eligibility:** Subject to the rules and procedures established by the General Retirement System Board, loans will be made to bargaining unit members. Former participants, spouses of participants, and beneficiaries are not eligible to receive any loans from the Plan. Subject to rules and procedures established by the Board, a participant who has been in the plan for twelve (12) months or more is eligible to apply for a loan from this plan.
- (d) **Amount of Loan:** A participant who has satisfied applicable rules and procedures may borrow from his or her account an amount, which does not exceed fifty percent (50%) of the participant's vested accumulated balance, or ten thousand dollars (\$10,000.00) reduced by the excess, if any, of: 1) the highest outstanding balance of loans from the trust during the one (1) year period ending on the day before the date on which the loan is made, or 2) the outstanding balance of loans from the trust on the date on which the loan is made, whichever is less. The minimum loan amount shall be one thousand dollars (\$1,000.00).
- (e) **Terms and Conditions:** In addition to such rules and procedures that are established by the Board, all loans shall comply with the following terms and conditions:
  - 1. Loan applications shall be in writing;
  - 2. Loan shall be repaid by equal payroll deductions over a period not to exceed five (5) years, or, where the loan is for the purpose of buying a principal residence, a period not to exceed fifteen (15) years. In no case shall the amount of the payroll deduction be less than twenty dollars (\$20.00) for any two-week period;
  - 3. Each loan shall be made against the assignment of the participant's entire right, title, and interest in and to the trust supported by the participant's collateral promissory note for the amount of the loan, including interest payable to the order of the trustee;
  - 4. Each loan shall bear interest at a rate determined by the Board. The Board shall not discriminate among participants in its determination of interest rates on loans. Loans initiated at different times may bear different interest rates, where, in the opinion of the Board, the difference in rates is supported by a change in market interest rates or a change in the pension system's current assumed rate of return. The loan interest rate shall bear a reasonable relationship to market rates for secured loans of a similar duration and shall bear a reasonable relationship to the costs to the pension trust of administering the trust. The loan interest rate shall be calculated in a manner that will not negatively affect the City's costs to the trust or the return to trust members.
  - 5. Loan repayments shall be suspended under this plan as permitted by Section 414(u)(4) of the Internal Revenue Code, 26 U.S.C. 414(u)(4). A participant who has an outstanding loan balance from the plan who is absent from employment with the employer, and who has satisfied the requirements of 26 USC 414(u) of the Internal Revenue Code shall not be required to make loan repayments to the fund during said periods of absence.



6. **Renewal of Loan:** Any loans granted or renewed shall be made pursuant to the participant loan program and Section 72(p) of the Internal Revenue Code, 26 U.S.C.72(p) and the regulations thereunder.
7. **Loan Balance:** A participant's outstanding loan balance shall be considered a directed investment by the participant and interest payments, shall be credited to the participant's account balance, and shall not be part of net investment income or part of the participant's account balance for the purpose of allocation of net investment income under Section 47-2-18 of the City Code.
8. **Distribution:** No distributions shall be made to a participant, former participant, or beneficiary until all loan balances drawn on the applicable vested accumulated balance and applicable accrued interest have been liquidated.
9. **Annual Report:** The General Retirement System shall include, in their annual report to all members, an accounting of the loan program established by this section, which contains the number and amount of loans made, the costs of administering the program, the amount of payments made including interest received by the trust, the amount of loans outstanding, including any defaults or delinquencies, and an evaluation as to whether the interest charged in the fiscal year covered the costs of administering the program.

Based on the request of the union, in recognition of what it views as the severest of economic hardships now being experienced by its bargaining unit members, the parties agree that eligibility for participation in said loan program will be in accordance with the provisions contained herein.

## **53. MODIFICATION AND TERMINATION**

- A. This Agreement shall take effect upon ratification by the Union membership and the Board of Water Commissioners. This Agreement shall expire on June 30, 2021.

Economic Issues: Either party may reopen the contract at any time after ratification of the contract by both parties, on any economic issue, including but not limited to:

Wages (effective July 1, 2013 or later)  
Health Insurance  
National Health Care Act MOU  
Retiree Health Insurance  
Shift Premium  
Pension  
Sick leave, vacation or paid time off banks  
Unemployment Compensation Supplemental  
Unemployment Benefits  
Workers' Compensation

## Shift Premium

The re-opener shall also apply to the conversion of sick leave, vacation, personal leave days and compensatory time if the employee is assigned from an eight (8) shift to a ten (10) or twelve (12) shift, or vice versa, for a period of more than ninety (90) days.

### **Re-opener negotiation process:**

The parties shall negotiate for thirty (30) calendar days on any economic issue raised by either party. In the event there is no agreement reached after thirty (30) days, 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.

- B. Emergency Manager Statute. This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2012, or any other regulation or law adopted by the State of Michigan.

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 436 of 2012, as amended, (Local Financial Stability and Choice 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 referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, Michigan Court of Appeals or a federal court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

On this            day of - \_\_\_\_\_ ,

**MICHIGAN COUNCIL 25,  
and the Local Union listed below  
of the American Federation of  
State, County and Municipal  
Employees, AFL-CIO**

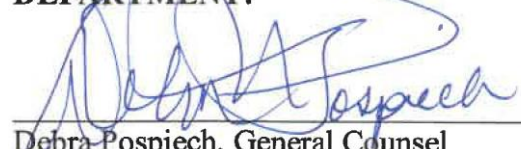
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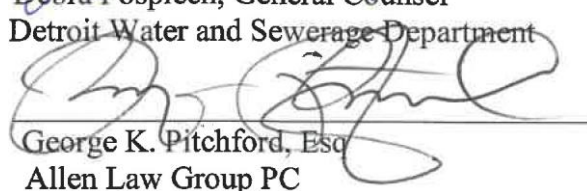
Tracy Reynolds, President  
AFSCME, Council 25, AFL-CIO

**Rep.**

AFSCME, Council 25, AFL-CIO

**DETROIT WATER & SEWERAGE  
DEPARTMENT:**

  
Debra Pospiech, General Counsel  
Detroit Water and Sewerage Department

  
George K. Pitchford, Esq.  
Allen Law Group PC

## **MEMORANDUM OF UNDERSTANDING REGARDING** **SECURITY OFFICERS**

In recognition of the unique job classification and duties of Security Staff at DWSD, including being required to protect the employer's assets, carry weapons, participate in employee investigations as well as other related job duties, the parties hereby agree:

1. Upon ratification of the Agreement and pending Local 2920 membership's approval, Council 25 will create a new Chapter within Local 2920, for Security Officers only.
2. Within sixty (60) days of ratification, the parties will commence negotiation of a Supplement to the Collective Bargaining Agreement between Detroit Water and Sewerage Department and AFSCME Local 2920.
3. The parties will identify the specific issues that will be negotiated prior to the beginning of the negotiations.
4. AFSCME Local 2920, President and Vice President, regardless of their classification and employer, shall be allowed to participate in these negotiations.

**MEMORANDUM OF UNDERSTANDING REGARDING**  
**FIELD SERVICE TECHNICIAN CERTIFICATION**

The parties hereby mutually recognize the importance of having a well-trained workforce. As such, the job description of the Field Service Technician requires all Field Service Technicians to acquire at least an S-4 Entry Level Certification from the Michigan Department of Environmental Quality within three (3) years of employment. This requirement notwithstanding, DWSD will not enforce this requirement as long as, commencing January 1, 2019, at least 10% of Field Service Technicians have an S-4 Entry Level Certification on each shift (Day, Afternoon and Midnight).

DWSD shall continue to provide training and support to employees to obtain this certification, and the parties agree to work together to mutually encourage all of its Field Service Technicians to obtain the certification.

This Memorandum of Understanding shall expire as of the expiration of the 2018 - 2021 Collective Bargaining Agreement.

## **Memorandum of Understanding Regarding Attendance Policy**

The parties agree that DWSD and the Union shall meet and confer regarding the current Attendance Policy as currently set forth in the Way We Work. Amongst other things, this shall include a discussion of the current AWOL policy and how it is applied. This meeting(s) shall take place prior to DWSD's implementation of a new attendance policy, but in no case shall it be later than thirty (30) days after the approval of the collective bargaining agreement by the Board of Water Commissioners and ratification of the same by the Union.

**MEMORANDUM OF UNDERSTANDING REGARDING PA 349 OF 201**  
**AND THE COLLECTION OF UNION DUES**

1. In the event that Public Act 349 of 2012 (the “Act”) is materially modified, and the parties fail to reach an agreement regarding replacement language after good faith discussion, within thirty (30) days of the parties’ request for review of submitted amendment language may be submitted at any time by either party to final and binding interest arbitration with such arbitrator selected in accordance with the procedures in this Agreement. Such arbitration will proceed on an expedited basis. The parties will submit any proposed language, briefs and evidence in written form within five (5) working days after the arbitrator has been selected. The arbitrator will issue his/her decision within ten (10) working days after receipt of the parties’ briefs and evidence in written form, and the arbitrator will select one of the two language proposals in such decision. This same procedure will also apply in the event that any provision in this article is declared illegal or void by administrative tribunal or court of law, wherein the parties will seek renegotiation of said provision within thirty (30) days of the declaration of illegality. In the event any provision of this article is declared void or illegal, by administrative tribunal or court of law, the parties will comply with all other aspect of this Article.
2. Dues and/or initiation fees will be authorized, levied and certified in accordance with AFSCME’s Constitution and By-Laws. Each employee and the Union hereby authorize the City of Detroit to rely upon and to honor certifications by the applicable designated Union Official, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. DWSD agrees to comply with such dues deduction authorization form which were expected by DWSD employees.