

**TEAMSTERS
STATE, COUNTY AND
MUNICIPAL WORKERS,
LOCAL #214**

**(INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA)**

**2014 – 2019
COLLECTIVE BARGAINING
AGREEMENT**



**Detroit Water & Sewerage Department
735 Randolph St.
Detroit, MI 48226
Sue F. McCormick, Director**

**2014 - 2019 MASTER AGREEMENT BETWEEN THE DWSD AND TEAMSTERS STATE,
COUNTY AND MUNICIPAL WORKERS, LOCAL 214**

TABLE OF CONTENTS

| <u>ARTICLE NUMBER</u> | | <u>PAGE NUMBER</u> |
|----------------------------------|---|-------------------------------|
| | Agreement | 1 |
| | Purpose and Intent | 1 |
| 1. | Recognition of Union | 1 |
| 2. | Management Rights and Responsibilities | 1 |
| 3. | Union Rights | 2 |
| 4. | Non-Discrimination | 3 |
| 5. | Agency Shop | 3 |
| 6. | Stewards | 4 |
| 7. | Grievance Procedure | 5 |
| 8. | Interference with Work | 8 |
| 9. | Time Limits on Grievances | 9 |
| 10. | Disciplinary Procedures | 10 |
| 11. | Special Conferences | 13 |
| 12. | Safety Procedure | 13 |
| 13. | Seniority | 14 |
| 14. | Mobility and Promotions | 15 |
| 15. | Reduction in Force | 16 |
| 16. | Formal Leaves of Absence | 20 |
| 17. | Training Program | 21 |
| 18. | Emergency/Temporary Assignments | 22 |
| 19. | Changes in Duties, Equipment and Work Assignments | 22 |
| 20. | Service Day and Week | 23 |
| 21. | Work Week Assignments | 24 |
| 22. | Overtime | 24 |
| 23. | Shift Premium | 25 |
| 24. | Vacations | 25 |
| 25. | Sick Leave | 28 |
| 26. | Unused Sick Leave on Retirement | 30 |
| 27. | Holidays and Excused Time Off | 30 |
| 28. | Funeral Leave | 32 |
| 29. | Hospitalization, Medical, Dental and Optical Care Insurance | 33 |
| 30. | Workers' Compensation | 33 |
| 31. | Death Benefits and Life Insurance | 34 |
| 32. | Jury Duty | 37 |
| 33. | Contractual Work | 37 |
| 34. | Union Bulletin Board | 38 |
| 35. | Supplemental Agreements | 38 |
| 36. | Rates for New Positions | 38 |
| 37. | Miscellaneous | 39 |
| 38. | Clothing, Uniform and Tool Allowance | 39 |

**2014 - 2019 MASTER AGREEMENT BETWEEN THE DWSD AND TEAMSTERS STATE,
COUNTY AND MUNICIPAL WORKERS, LOCAL 214**

TABLE OF CONTENTS

| <u>ARTICLE NUMBER</u> | <u>PAGE NUMBER</u> |
|--|-------------------------------|
| 39. Retirement | 39 |
| 40. Wages, Salaries and Miscellaneous Pay Policies..... | 43 |
| 41. Savings Clause | 45 |
| 42. Unemployment Compensation - Supplemental Unemployment Benefits | 45 |
| 43. Social Security | 46 |
| 44. Tuition Refund | 46 |
| 45. Commercial Driver’s License | 46 |
| 46. Employee Assistance Program..... | 46 |
| 47. Private Car Mileage..... | 47 |
| 48. DWSD Employee Loan Program..... | 48 |
| 49. Emergency Manager | 50 |
| 50. Modification and Termination | 51 |
| SCHEDULES: | |
| Schedule A – Long Term Disability Insurance | 53 |
| Schedule B – Holiday & Excused Time Off | 59 |
| Schedule C – Arbitration Panel Procedures..... | 60 |
| Schedule D - Health Care Plan | 61 |

AGREEMENT

This Agreement is entered into between the Detroit Water and Sewerage Department (“the Department” or “DWSD”) and the Teamsters, State, County and Municipal Workers, Local #214 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

NOTE: The headings used in this Agreement, on schedules or on exhibits neither add to nor subtract from the meaning but are for reference only.

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the DWSD 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 job security the DWSD employees are dependent upon the parties working together toward achieving the goal of customer service excellence providing a safe and plentiful water supply, protecting the environment and providing reliable service by keeping water and wastewater 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. Basic rights and equities of employees are established through the DWSD Policies, the Board of Water Commissioners Policies, Court Orders, and the terms of this Agreement.

1. RECOGNITION OF UNION

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 exclusive representative for all the employees holding the classifications listed in Schedules A and B, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Detroit Water and Sewerage Department will honor all terms and conditions of this Agreement and the rights of DWSD shall in no way conflict with the terms of this Agreement.

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. DWSD has the right to determine when overtime work is required and schedule such overtime. DWSD reserves the right to discipline and discharge for just cause, with the exception of those employees in the Special Projects Technician classification. DWSD reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of DWSD. DWSD shall have the right to determine hours and shifts and reasonable schedules of work and to establish the methods and processes by which such work is performed. DWSD shall have the right to establish, adopt, amend, promulgate and enforce uniform work rules for its divisions.

The Director of DWSD, with the input and advice of the union leadership, shall develop a DWSD employee training program, a DWSD employee assessment program, and a DWSD apprenticeship training program.

DWSD management is free to explore all available means and methods to achieve compliance with its NPDES permit and Clean Water Act, and nothing in this CBA shall prohibit subcontracting or outsourcing as a method to achieve and maintain compliance.

The Director of DWSD shall cause a review of the current employee classifications to be completed and shall reduce the number of DWSD employee Classifications to increase workforce flexibility. Nothing in this agreement shall be construed to interfere with the Director's authority to reduce the number of employee classifications.

Past practices on operational issues shall not limit operational changes initiated by management with respect to DWSD collective bargaining agreements.

Any existing work rules, either written or unwritten, or past practices that are contrary to the terms of this agreement or are inconsistent with the requirements of court orders that impact DWSD are terminated.

3. UNION RIGHTS

- A. Subject to Article 40, no member of this unit shall be required to do work outside the concept of his/her classification, nor shall any other employee perform duties which are outside the concept of his/her classifications and which fall within the concepts of the classifications covered by this Agreement, except under emergency conditions (as defined in this Agreement) and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concept of the classifications are described in the classification specifications. Notwithstanding any of the provisions of this Article, the job assignments of the Special Projects Technician shall be as described in Article 40.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification's specification.

- B. A classification may not be removed from the Teamsters' bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.
- C. Any alleged violation of union rights in Article 3 is subject to an immediate hearing of the Pre-Arbitration Panel after Step 3 of the Grievance Procedure has been completed.

4. NON-DISCRIMINATION

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

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

5. AGENCY SHOP

- A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.
- B. DWSD agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by DWSD provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.
- C. All Union membership dues will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize DWSD to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, which dues shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request DWSD to change the amounts so deducted more often than four times each DWSD fiscal year.
- D. The Union shall not have right or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The City of Detroit, DWSD, or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City of Detroit, DWSD and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments.

- E. The Union shall refund to employee's dues erroneously deducted by DWSD and paid to the Union. DWSD may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.
- F. Upon receipt of written notification from the Union, DWSD agrees to make a special deduction from a member's paycheck to recover delinquent dues. This deduction will continue until the Union notifies DWSD in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount DWSD will deduct for delinquent union dues from any paycheck will be limited to \$25.00 per paycheck.
- G. Dues and initiation fees will be authorized, levied and certified in accordance with the laws of the State of Michigan. Each member-employee and the Union shall hereby authorize the DWSD to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees. In no event shall the DWSD require an employee to pay dues as a condition of employment. Further, in the event an employee shows proof to the DWSD that he or she is no longer a member of the Union, the DWSD shall no longer deduct dues or fees from the employee's pay.
- H. The Union agrees to save and hold harmless the City of Detroit and DWSD from any damages or other financial loss, which the DWSD may be required to pay or suffer as a consequence of enforcing the above provisions.

6. STEWARDS

- A. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of stewards.
- B. DWSD recognizes that Teamsters, Local #214 may be granted one (1) Chief Steward for coverage of its members in DWSD. The Chief Steward shall be compensated at the rate established under this agreement for the classification of Construction Equipment Operator – 50 Ton Crane.
- C. Paid time for the Chief Steward will be limited to attending grievance hearings and union negotiations, with prior request and approval. The Steward may investigate grievances during breaks and before or after his/her shift.
- D. It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon DWSD a written notice listing the Union's authorized representatives employed by the DWSD who are to deal with DWSD on behalf of the Union, and who are authorized to make commitments for the Union. The Union shall not be liable for any activities unless so authorized. The Union shall notify DWSD of any changes of these representatives during the term of this Agreement. This clause will not relieve the Union of liability if the President or Executive Board of the Union calls, leads or authorizes a strike.

E. Notwithstanding their position on the seniority list, all union stewards of record 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:

1. work in their classification in the Department,
2. work in any lower class in their series in the Department,
3. work in a classification within the bargaining unit which they formerly held in their department,
4. work in a lesser class within the bargaining unit in the Department in which they can do the job, and
5. if laid off, shall be recalled whenever there is work in any such class in the Department from which they are laid off.

Layoff and demotion resulting from this procedure shall apply as long as no employee outside the Teamster Union jurisdiction is affected except as otherwise agreed upon between other labor organizations, Teamsters and DWSD.

The provisions of this article shall apply as long as employees continue to hold their Union office. Should a union representative lose his/her office, the former union representative shall be subject to displacement by employees with greater seniority who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

Upon written notice from the Local Union President to the Human Resources Unit that such loss of office has occurred, the DWSD shall have sixty (60) days to investigate and make any required displacements.

7. GRIEVANCE PROCEDURE

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

Grievances involving suspension or discharge of bargaining unit members and union policy grievances shall be filed directly at Step 3 (Department Head).

Step 1: If an employee believes his/her contractual rights have been violated, he may discuss his/her complaint with his/her immediate supervisor, with or without his/her steward or designated representative. In the event the employee desires that his/her steward be present, he shall make his/her request through the supervisor and the supervisor shall make the necessary arrangements during employees' authorized breaks or before or after the shift.

Step 2: If the complaint is not satisfactorily resolved at Step 1, it shall become a grievance if the local Union steward puts the complaint in writing, has it signed by the complaining employee and the local Union steward, and submits it to the *division head* within five (5) calendar days after the occurrence of the alleged contract violation which gave rise to the grievance.

The written grievance shall state the nature of the grievance, the date it occurred, the employees involved, the provisions of the Agreement allegedly violated, the remedy requested, and a

grievance number. The *division head* will schedule a meeting within ten (10) working days of the receipt of the grievance to review the grievance with the grievant and the Union steward.

The *division head* will forward a written answer to the local Union steward within ten (10) working days of the meeting.

Step 3: If the grievance is not satisfactorily resolved at “Step 2”, the decision may be appealed to the Department head or his/her designated representative. A meeting between at least two (2), but not more than four (4) representatives of each the Union and the DWSD shall be promptly arranged to hear the grievance. The Department head or his/her designated representative shall have seven (7) calendar days to arrange a meeting. He or she shall have seven (7) calendar days from the mutually agreed meeting date to render his/her written decision. Management’s written answer after the Third step meeting shall briefly state the factors considered by management in its decision regarding the grievance.

The parties may choose to mediate some cases, which are not, resolved at Step 4 in accordance with Schedule I entitled “Arbitration Panel Procedures.”

The parties agree that exchanging pertinent information regarding grievances is mutually beneficial in attempting to resolve grievances at the earliest opportunity. It is expected that at the Step 3 meeting, the available factual information pertaining to action against an employee will be given to the union representative, and any available statements or documents disputing the alleged facts or explaining the employee’s actions will be given to the management representative.

It is further expected that at the Step 3 hearings, all questions and all evidence pertinent to the case will be requested and will be exchanged so that both sides will be on notice of the matters in question. No matter may be presented which has not been raised at either the Step 3 hearing or sufficiently in advance of an arbitration hearing so as to deprive the other side of a reasonable chance to investigate this issue. If information is requested in writing and is not made available to the other party, such information shall not be admissible as evidence at the arbitration hearing.

Upon failure of the panel to agree to a settlement of the issues, and upon the failure of the parties to agree to the selection of an Ad Hoc Arbitrator, the charging party will contact the Federal Mediation and Conciliation Service (F.M.C.S.) for a list of Arbitrators. The parties will then meet to mutually agree upon an Arbitrator from the list. If the party desiring arbitration fails to refer the matter to the Federal Mediation and Conciliation Service within a reasonable time, not to exceed ninety (90) calendar days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.

Step 4: (Arbitration) Any unresolved grievance which has been fully processed through the last step of the grievance procedure may be submitted to arbitration in accordance with Step 4.

1. The arbitrator shall limit his/her, decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.

- b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his/her right under Section 6 of Act 379 of the Public Acts of 1965.
 - c. Concerning a matter which has been appealed to the Mayor pursuant to applicable State Law pertaining to rights of Veterans.
 - d. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.
 - e. Relative to position classification whether permanent or temporary.
 - f. Concerning complaints filed with state or federal civil rights enforcement agencies alleging violation of equal employment opportunity.
2. Changing the level of discipline issued to employees provided such discipline is consistent with disciplinary guidelines issued by the department and involving infractions for workplace violence, sexual harassment, theft or misappropriation of DWSD property, being under the influence of alcohol or controlled substances at work, or an egregious act which brings the DWSD into disrepute.
 3. The arbitrator shall have no authority to require the DWSD to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or City Charter, the DWSD cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
 4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the Grievance Procedure or the date that management's answer was due. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
 5. The DWSD in no event shall be required to pay back wages for more than fourteen (14) calendar days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within fourteen (14) calendar days after receipt of such pay.
 6. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

7. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
8. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the DWSD. But, the DWSD or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.
9. 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.
10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee, other than the aggrieved, shall not apply to their participation in arbitration cases. In group, policy or class action grievances, the Union may select the steward or any one of the affected group of employees who will act as the grievant and be paid as such.
11. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.
12. If a grievance is not scheduled or answered by management within prescribed time limits, the Union shall move the grievance to the next step of the grievance procedure. The arbitration 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, or date that such answer was due. All grievances not referred to Step 4, arbitration, within the prescribed time limits shall be considered settled based on the Department's last answer.

8. INTERFERENCE WITH WORK

The Union agrees to refrain from engaging, or participating in any strike, work stoppage or slowdown or participating in any activity for the purpose of interfering with the operations of the Employer during the term of this Agreement.

The Employer will not lock out any employee during the term of this Agreement. However, if equipment or facilities are unavailable for a member of this bargaining unit to work due to a strike, work stoppage, slowdown or other interference by other employees, such unavailability shall not be deemed a lockout under the terms of this section nor shall the employee affected be considered striking or refusing to work.

Employees in the Unit are not subject to disciplinary action for refusing to cross a picket line of another union, if such action could endanger the personal safety of the employees, provided that

employees involved in job assignments which may impact upon the health and safety of the community will be expected to report for work. If, in the opinion of such employee, his/her safety may be impaired he/she will so inform his/her supervisor who will make arrangements for the employee's safety.

At the DWSD's discretion, bargaining unit members may be reassigned to alternate work locations in the event of a limited strike or work stoppage by another Union.

The DWSD shall not, however, be obliged to pay the wages of employees who do not work.

9. TIME LIMITS ON GRIEVANCES

Any complaint under this Agreement which is not filed in writing by the employee involved, in individual complaints, or by the steward or designated representative in cases involving more than one employee, or a matter of policy, within five (5) calendar days after the matter arises, shall not be considered a grievance. The DWSD shall not be required to pay back wages more than fourteen (14) calendar days prior to the steward's formal notice of grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

The time elements in the first three (3) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement. If a grievance is not answered by management within those prescribed time limits, the Union may move the grievance to the next step of the grievance procedure if done within the prescribed time limits.

In instances wherein the subject matter of the grievance lies within the exclusive jurisdiction of DWSD, the grievance steps may be shortened or eliminated by mutual agreement in order to bring the grievance to the immediate attention of the department head.

- A. **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 thirty-six (36) months previously.

In case of a pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within fourteen (14) calendar days after receipt of such pay.

The time limits in this article shall not apply to circumstances where, by error, an employee is paid other than the current negotiated rate for his/her present classification for time worked, on assignments made by authorized persons in his/her department, in that classification. Under such circumstances, the employee or the Employer shall be entitled to recover the underpayment or overpayment, respectively, without regard for the time limits above.

Time limits on grievances involving payment for time worked in acknowledged out-of-class or emergency assignments shall not begin until the employee shall have received the check

containing payment for such time. This provision is intended only to protect the employee from pay shortages and shall not apply to any situation involving a dispute over whether or not an employee is properly classified.

Request for 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.

If the Union request information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Union. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the DWSD, the Employer may request that the Union present written authorization from the employee to release such information.

It is agreed that any information requested in writing in accordance with the above provisions which is not made available to the other party shall not be admissible as evidence in any grievance or arbitration hearing. Both parties agree to exchange all information in support of their position. However, if additional information becomes available to either party they agree to forward such information to the other party prior to arbitration.

10. DISCIPLINARY PROCEDURES

- A. 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.
- B. **Notification/Representation Requirements:** Notification shall be given to the appropriate union representative at the time 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 the union representative, he/she shall indicate so in writing and a copy of which shall be given to the Union.

In the case of a suspension or discharge, the employee will be allowed adequate time to discuss the suspension or discharge with his/her steward, and the Employer will make available an area where he/she may do so prior to leaving DWSD property. Upon request, an appropriate management representative will discuss the suspension or discharge with the employee and his/her steward. Exceptions to this procedure would be in a situation 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. The 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. Should the Union consider the suspension or discharge of an employee to be improper, the Union shall submit a written grievance to the department head or his/her designated representative within five (5) calendar days of the Union's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the Grievance Procedure. Any further appeal of suspension or discharge shall be in accordance with the provisions of Article 7 - Grievance Procedure.
 - 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. DWSD retains the right to reduce the disciplinary action.
 - G. During investigation, before an employee shall be required to make any written statement or written reply pertaining to possible misconduct on his/her part, the employee shall be given 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 thirty-six (36) months previously.

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 DWSD, or bring DWSD service 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.

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.

3. 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:

1. The seriousness and circumstances of the particular offense.
2. The employment history of the employee involved including length of service.
3. The recency and nature of prior disciplinary action taken with respect to the employee.
4. Prior departmental action in comparable situations.

Any published departmental standards or rules governing employee conduct or expected work performance should be fairly, uniformly and consistently applied.

NOTE: Within ninety (90) calendar days following the effective date of this Agreement, representatives of Teamsters, Local #214 shall be provided with copies of departmental standards, work rules, and disciplinary guidelines. Within ninety (90) calendar days after receipt of such copies and prior to the implementation by DWSD, Teamsters, Local #214 shall have the opportunity to review and discuss with management these standards and rules.

11. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between local union representatives and the department head or his/her designated representatives or the DWSD Director, upon the request of either party within fourteen (14) calendar days of such request. Such meeting shall be between not less than two (2) not more than five (5) representatives each of the Union and the Employer.

Arrangements for such Special Conferences shall be made reasonably 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.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

The Union's representatives may meet at a place designated by the DWSD, on the DWSD's property, for not more than one hour immediately preceding a meeting with the representatives of the DWSD for which a written request has been made.

Any matter still in dispute after Special Conference, which is an alleged violation of this Agreement, may be submitted to the Grievance Procedure at Step 4 within fourteen (14) calendar days of the Special Conference date. A Special Conference shall not be used to institute or reinstate a grievance which would have been untimely when the Special Conference request is received.

12. SAFETY PROCEDURE

The Employer agrees that employees will not be assigned to any known unsafe operation or to operation of unsafe equipment. It shall be the responsibility of the employee involved to report any unsafe operation to his/her immediate supervisor. Specific complaints concerning safety shall be put in writing and send to the Safety Officer.

If the employee's complaint is not satisfied, it will be eligible for a Special Conference. The employee may be reassigned to other available work pending evaluation. Where possible, such alternate work shall be commensurate with the employee's daily work schedule.

In the case of complaints concerning alleged faulty vehicle equipment, if in the opinion of the supervisor, the equipment is safe to operate; the supervisor may order the equipment in service by written notice to the employee. All verified claims of serious equipment malfunction shall result in the equipment being written out of service until checked out by a mechanic.

If the complaint is not resolved within forty-eight (48) hours of the meeting between DWSD's safety representative and the Chief Steward, it shall become a proper matter for the grievance procedure starting at Step 3.

13. SENIORITY

- A. **City Seniority** is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is three (3) months or more, or is seasonal or after date of induction into the classified service as provided by law; provided, however, that employees certified on or after July 1, 1983, and not appointed within fifteen (15) days of such certification shall have their date of appointment recorded as their date of seniority and certification. Seniority, as defined above, is established primarily to serve as a basis for layoff and re-employment of employees. This definition of seniority shall not be deemed as restricting or limiting the establishment of other definitions of seniority for administrative purposes or personnel processes other than layoffs and re-employment as provided for in departmental supplemental agreements.
- B. **Classification Seniority** is hereby defined as the length of time an employee is assigned and continuously employed in the same classification after the effective date of legal certification or promotion to the classification. Classification seniority shall be the measure used for determining rights to shift and location preference, vacation selection, overtime assignments, promotions in series, transfers, training programs, and as used in the reduction in force article of this Agreement.
- C. DWSD shall establish its own seniority system that will not allow employees from outside the DWSD to transfer (bump) into DWSD.

NOTE: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.

- D. **Probationary employees:** The length of the probation period for all employees hired, promoted or transferred or placed into classifications represented by the Union shall be twelve (12) months. When an employee finishes the probationary period, he shall be entered on the Seniority List of the Unit.

The Union shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

- E. **Seniority Lists:** DWSD will provide the Union with an up-to-date seniority list of all employees within each classification represented by Local 214 and will revise that list every six months. DWSD will notify Local 214, in writing, when new employees are hired, transferred, or separated from the service of DWSD.
- F. **Loss of Seniority:** An employee shall lose his/her seniority for the following reasons only:

1. The employee quits or resigns.
2. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
3. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
4. The employee retires on regular service retirement.
5. The employee does not return at the expiration of a leave of absence.

14. MOBILITY AND PROMOTIONS

A. Priority of Movement:

The priority of movement within the bargaining unit, to fill vacancies, shall be as follows:

1. Demotions (either disciplinary or as a result of reductions in force).
2. Intra departmental Downbids in a series and voluntary returns to bargaining unit.
3. Intra departmental Lateral Transfers.
4. Intra departmental Promotions.

Voluntary Returns to Bargaining Unit:

1. He/she returns only to an opening and no employee in the bargaining unit is bumped.
2. He/she returns to an opening prior to the posting of a notice of vacancy.
3. He/she has the present ability to perform the work with minimal re-orientation.
4. He/she shall occupy the position of lowest seniority in the classification to which he/she returns (including dual titles) for a period of two (2) years at the end of which he/she will exercise his/her classification seniority.

An employee in the bargaining unit who accepts a position in a classification outside the bargaining unit may return to his/her formerly held classification either before or at the end of his/her probation period in the new classification without restriction.

DWSD will notify the Union, in writing, prior to an employee's return to the bargaining unit.

Nothing in this article shall apply to Reductions in Force or any movement of employees as a direct result thereof.

B. Downbids in a series and intra-departmental lateral transfers will be as described in the departmental supplemental agreements.

When an employee is physically unable to perform the duties of his/her present classification, but is physically able to perform the duties of another classification in series in the bargaining unit, the employee must present satisfactory medical evidence and

request a voluntary demotion to a classification in the series which he is physically able to perform. If DWSD approves his/her request and the vacancy is to be filled, the vacancy will be filled in accordance with paragraph D below.

C. **Promotions:**

Promotions in DWSD shall be at the discretion of management and based upon skill, knowledge and ability and then taking seniority into account. Promotional opportunities in DWSD shall be posted on departmental bulletin boards.

There shall be a training program coordinated by the Human Resources Unit and a pre-qualified trained employee list in each department that has employees in the equipment operator series. Promotions in this series shall be made by non-written advisory examination.

D. **Transfer of Work:**

The Employer agrees to give the Union advance notice of any transfer of work involving bargaining unit members resulting from closing of facilities, opening of new facilities or reassignment of groups of employees. If requested by the Union, DWSD will meet with the Union to discuss the matter.

15. REDUCTION IN FORCE

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

- A. A *reduction in force* is a reduction in the number of employees in a given class in DWSD for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees. The expiration of a limited term certification or change of status shall not be considered a reduction in force, provided such employment is terminated before a reduction affecting employees in the same class employed on a permanent basis.
- B. A *lay off* due to reduction in force is the separation of an employee from a position in DWSD and from the classified service of DWSD.
- C. A *demotion* due to a reduction in force is the separation of an employee from a position in a class in DWSD by change of status to a position in a lower class.
- D. A *transfer* due to reduction in force is the separation of an employee from a position in a class in DWSD by change of status to a position in an equivalent-level class.
- E. A *voluntary lay off* is a separation of an employee from the classified service of DWSD which is made at the request of and for the convenience of the employee.
- F. Unless otherwise indicated, *seniority* shall mean total City seniority.
- G. DWSD shall establish its own seniority system that will not allow employees from outside the DWSD to transfer (bump) into DWSD.

- H. *Class seniority* shall mean the total amount of regular service in the class, excluding periods of provisional employment, provided the employee has acquired permanent status in the class.
- I. An employee acquires *status* in the classified service by certification in accordance with Section 6-510 of the City Charter and Human Resources Department Rules III and IV.
- J. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent subject to continuing availability of program funding, acquires *permanent status* in the class, provided he has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
- K. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

SECTION 2 - ORDER AND MANNER OF SEPARATION

Reduction in force in DWSD shall be by class and shall be made from among all employees in the same class in DWSD. The order and manner of separation of employees in the class shall be as follows:

- A. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall be restored to the class from which they were provisionally promoted or transferred.
- B. Employees hired on a limited-term basis and employees hired on a permanent basis but who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- C. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who held permanent status in some other class, shall be restored to the class from which they were promoted or transferred. Separation shall be in accordance with their length of service in the class, the employee with the least amount of service being separated first.
- D. Employees with permanent status in the class shall be separated from the class by demotion, transfer or layoff in accordance with the procedure provided for in Section 3.

SECTION 3 - PROCEDURE FOR SEPARATION OF PERMANENT EMPLOYEES

- A. When necessitated by or as a result of a reduction in force in a class in DWSD, employees with permanent status in the class shall be subject to separation from the class in the following order:
 - 1. Employees who have less than three (3) years of class seniority. Separation shall be in accordance with their class seniority, the least senior employee to be separated first.

2. Employees who have three (3) or more years of class seniority. Separation shall be in accordance with their total city seniority, the least senior employee to be separated first.
- B. Employees who are to be separated from the class in accordance with paragraph (A) shall be subject to and have rights to demotion as follows:

1. **Demotion in Series**

If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in DWSD in a lower class in the series, provided, he has the necessary seniority. For purposes of determining such demotion rights, the employee shall exercise his total city seniority. The employee to be displaced as a result of the demotion shall be determined in accordance with the procedure provided in paragraph (A).

2. **Demotion or Transfer to a Formerly-Held Class in DWSD**

If the employee has held permanent status in another class or classes, the employee may elect demotion or transfer in DWSD to a previously held lower or equivalent-level class, provided he has the necessary seniority. For purposes of determining such demotion rights the employee shall exercise his total City seniority. The employee to be displaced as a result of the demotion shall be determined in accordance with the procedure provided in paragraph (A). If the formerly-held class is not in the bargaining unit, the employee to be displaced will be determined in accordance with applicable rules.

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

3. **Change of Status to Vacant Positions in Other Classes**

If the employee has exhausted his rights to demotion or transfer under (1) and (2) above, DWSD may, in so far as the interests of the service permit, propose transfer or demotion of the employee to an available vacant position in any other class in DWSD for which DWSD believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Human Resources Unit.

- C. Employees who are to be separated from the class in accordance with Paragraph (A) and whose eligibility for demotion or transfer is exhausted shall be laid off.

SECTION 4 - ORDER OF RECALL

- A. Employees who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained on a special register ("blocking list") in the Human Resources Unit in order of their total City seniority if they have three (3) or more years in the class and then class seniority if they have less than three (3) years in the class.
- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be re-certified to

available vacancies in this class in the order of their total City seniority if they have three (3) or more years in the class and then class seniority if they have less than three (3) years in the class.

- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled.

Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his right to remain on that list shall terminate.

- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Human Resources Unit.
- E. Re-employment provisions in this Article do not apply to persons laid off and separated from DWSD employment for a period of four (4) years.

SECTION 5 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

Where the Human Resources Unit shall find that any status change was made either to avoid the layoff of or to cause the layoff of any employee, upon finding by the Human Resources Unit that such status change was made for reasons other than the good of the service such status change shall be set aside and proper layoff made; provided, however, this section shall not apply to status changes of more than six month's standing.

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

An employee can have permanent status in only one class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of the multiple title or the class in the multiple title in which he last held permanent status on a single title basis, unless there is a contractual agreement, Human Resources Unit action identifying the class in which the employee has permanent status, or MERC decision granting jurisdiction to a named bargaining agent.

The parties agree that the Union reserves the right to review all multiple titles. Lower titles not presently being worked in will be dropped and the next highest title will become the employee's primary title, carrying with it all City seniority on all lower titles.

SECTION 7 - PREEMPTIVE LAYOFF REQUESTS

If a reduction in force in DWSD is imminent or taking place over an extended period of time, any employee who has been identified as being subject to layoff, may request in writing that he be laid off prior to the date when he would be reached for such layoff. Such request is subject to approval of the employing department and the Human Resources Unit.

Employees who are granted an effective date of layoff earlier than the scheduled layoff date shall retain the same rights which they would have had had they been laid off as scheduled.

SECTION 8 - NOTICE REQUIREMENTS

- A. The Union shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, DWSD shall give the Union two (2) weeks advance notice prior to issuance of any layoffs to allow the Union the opportunity to meet with DWSD to discuss the circumstances of the reduction.
- B. Employees to be laid off as the result of a reduction in force in DWSD shall receive notice of layoff no less than two (2) calendar weeks prior to the effective date of the separation.

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

16. FORMAL LEAVES OF ABSENCE

- A. Formal leaves of absence without pay may be granted for reasonable periods for the purposes listed below:
 - 1. Physical or mental illness
 - 2. Training relating to an employee's regular duties in an approved educational institution.
 - 3. Prolonged serious illness in the immediate family.
 - 4. Military service.
- B. Leaves of absence may be granted for other reasons than those listed above where such leaves are deemed beneficial to the DWSD. Requests for leaves of absence are to be submitted in writing to the Human Resources Unit. Denials of requests for leave may be referred to the Human Resources Unit. The procedure for administration of leaves of absence shall be in accordance with the DWSD Rules. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous service.

Such leaves granted may be extended for periods up to two (2) years. After two years, the person's name would be placed on the preferred eligible list for an additional two (2) years. Persons on leave shall continue to accrue seniority for leave periods up to one year. These limitations shall not apply to leaves for military service.

- C. Formal Leaves for Union Business: Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the employer shall, at the written request of the Union receive formal leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority, if qualified. Employees will obtain leave renewal from the DWSD on forms provided by the DWSD.
- D. Two members of the Union selected to attend State or National Union conventions, not to exceed three in one year, shall be allowed time off their job to attend such convention

without loss of time or pay. Such time off shall be granted on a daily basis and shall be approved for the official dates of the convention only. The employer will only pay for days which the employee would have been scheduled on his/her regular DWSD assignment.

- E. Any employee who is absent from duty for three (3) consecutive days without a specific grant of leave of absence and who fails to notify the employer within those three (3) day (except in cases of proven enabling emergency), shall be deemed to have resigned from the DWSD service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the DWSD.
- F. Family and Medical Leave Act of 1993 (FMLA.) The Act is intended to allow employees to balance their work and family life by taking reasonable leaves of absences for reasons set for in the Act. The DWSD is committed to the two (2) fundamental concerns of FMLA – the needs of the American workforce, and the development of high-performance organizations.

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

Currently, for employees of the DWSD, the twelve month period for FMLA is the fiscal year. Effective May 1, 2014, for employees of the DWSD, the twelve (12) months preceding the first day of the current intended FMLA absence shall be used to calculate eligibility for FMLA leave. This method, referred to as the Rolling Year Method, uses the twelve (12) month period measured backward from the date an employee uses a FMLA leave. Questions concerning leaves for FMLA purposes should be referred to the employee's Human Resources Unit.

17. TRAINING PROGRAM

- A. 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. DWSD recognizes the need for training employees in the various equipment operator classifications. This is reflected in the general "Guidelines for Training Equipment Operators" developed by the Human Resources Unit (Schedule C). However, additional individual training programs to meet departmental needs will be worked out between DWSD, the Human Resources Unit and the Union where required.
- C. Opportunities for training shall be posted on departmental bulletin boards to allow interested employees to sign up. Employees who do not sign up will be considered as having waived their rights for training and subsequent upgrading. To the extent possible consistent with the operational needs of DWSD, employees will be trained from this list in accordance with their seniority.

- D. Employees who satisfactorily complete training will be placed on a pre-qualified list for the class for which they received training. Promotions shall be made from this pre-qualified list in accordance with Article 14. If the pre-qualified employee is regularly or continually assigned to the higher classification for a period of ninety (90) calendar days, he/she shall be forthwith status-changed to the appropriate classification provided a vacancy exists.

18. EMERGENCY/TEMPORARY ASSIGNMENTS

Temporary assignment of employees to a higher classification may be made to cover temporary absences or unavailability of other employees. Such assignments shall be made at the discretion of management. If such employees are not available, the work is to be assigned on an out-of-class basis to the employee in the next lower class who is available, and has the ability to perform the work.

During any emergency or temporary assignment, members of the unit shall retain all rights under this Agreement.

Temporary Placement of Employees into Other Duties and/or Divisions:

- A. The employer may temporarily place an employee into other duties in another division once per year. The employer shall first seek volunteers and if additional employees are required, the employee(s) may be placed by inverse seniority.
- B. Such a temporary placement, if made by inverse seniority, shall be limited to six (6) months unless extended through Special Conference. An employee that volunteered for such a temporary placement may continue in the placement beyond the six (6) months limit until such time that the employee or DWSD requests the placement to be ended.
- C. Employees temporarily placed under these provisions shall not lose their promotional opportunities at the transferred-out location and shall be treated as if they had not or had not been temporarily placed in other duties/divisions.
- D. The Union shall be notified of the proposed move and the reasons, 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.
- E. Except in circumstances of emergencies or critical operational needs, any vacation period the moved employee had approved at the transferred-out location will continue to be honored at the transferred-in location.

19. CHANGES IN DUTIES, EQUIPMENT AND WORK ASSIGNMENTS

When new types of equipment are acquired or existing equipment is modified, or there are additional duties or changes in the work assignments which involve the application of skills and

training not previously required, the new equipment or specific change shall be reported by the Division, in writing, to the Human Resources Unit with a copy to the Union. Such writing shall include the specifications for new or modified equipment and/or specific changes in duties. Upon receipt of the written communication, the Union may request a Special Conference with DWSD and Human Resources Unit staff to discuss proper allocation of the new or changed positions. Such conference shall be scheduled within fifteen (15) working days.

Following the discussion, the Human Resources Unit staff will make an investigation and a preliminary determination of the appropriate class and a recommendation to the Human Resources Unit within thirty (30) days.

In those instances where a change in duties or assignment warrants the establishment of a new classification, the effective date of the status change shall not be prior to the date the Human Resources Unit adopted the new classification.

However, should it be determined by the Human Resources Unit at any point in this procedure, that an employee has been assigned duties of an established classification other than his/her present classification, DWSD will process the appropriate out-of-class temporary status change to compensate the employee for the time worked in the assignment. In no event shall the employee be paid for time worked in such assignment prior to the date the change in duties is reported to the Human Resources Unit, in the absence of such report, prior to the union's request for conference.

Any additions or changes in the Equipment Operator Series will be incorporated into the recognized "Guidelines Re-Equipment Operation Classification" (Schedule C).

20. SERVICE DAY AND WEEK

- A. **Standard Service Week:** The DWSD shall have the discretion to schedule the length of the workday with ten (10) workday notice to Teamsters and affected employees. The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m., Sunday. It may consist of five (5) regularly scheduled eight hours (8) 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" and shall, within the limits of reasonable operating procedure, be scheduled consecutively. (See Article 21, "Work Week Assignments".)
- B. **Service Day:** The regular full working day may consist of eight (8) hours of work in the service day exclusive of the lunch break. The service day shall begin at 12:01 a.m., and extend to 12:00 p.m.
- C. Coffee Breaks shall continue to be permitted according to department policy.
- D. When an employee is called to work, he shall be guaranteed no less than four (4) hours of pay for "show up" time, at the appropriate rate.

In reference to guaranteed hours not actually worked, the applicable premium will be the premium payable as if the employee had worked the four (4) hour limit in question.

- E. All of the above to be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

21. WORK WEEK ASSIGNMENTS

The regular work week for most employees is five (5) consecutive days, Monday through Friday. However, where departmental operations require six (6) and seven (7) day scheduling, the department head shall have the right to schedule accordingly.

The DWSD agrees not to change an employee's shift or work week, on a temporary basis, solely for the purpose of avoiding the payment of overtime. This shall not apply to regular seasonal changes.

The DWSD will offer to meet with the Union in special conference prior to implementing any changes to work week assignment across the department.

22. OVERTIME

- A. Management has the discretion to assign overtime work to employees most capable of performing the necessary work within a classification.
- B. Time and one-half (one hundred and fifty percent (150%) of the basic or hourly rate) will be paid to hourly rated employees as follows:
 - 1. All hours worked over forty (40) in one (1) service week; except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one (1) service week may be substituted in lieu of an equal amount of an employee's regularly assigned forty (40) hours.
 - 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.
 - 3. Premium payments shall not be duplicated for the same hours worked.
 - 4. All overtime paid under this contract shall be computed solely on the basis of time actually worked by the employee.
 - 5. All of the above shall be in accordance with Human Resources Rules.

23. SHIFT PREMIUM

- A. Employees who work on 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 13 of the Municipal Code of the City of Detroit. These premiums shall be effective as of May 1, 2014.

B. **Shift Starting Times:**

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m., or between the hours 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 13, of the Municipal Code of the City of Detroit.

24. VACATIONS

A. **ELIGIBILITY:**

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand (1000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as DWSD employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on 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 February 11, 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 at 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/her first year anniversary date of employment 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 after the February 11, 2010 with fifteen (15) or more years of service shall be fifteen (15).

B. The vacation schedule shall be as follows for employees hired prior to February 11, 2010:

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

The vacation schedule shall be as follows for employees hired on or after February 11, 2010:

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

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 February 11, 2010 who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent by 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 will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

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 25-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/her 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. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.
- I. Employees will have one day of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.
- J. **PAID TIME OFF:** Paid Time Off (PTO) will replace vacation, bonus vacation, sick, reserved sick, departmental leave, swing holiday, and compensatory time. DWSD will meet and confer with the Union regarding number of PTO days and accrual provisions.

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

25. SICK LEAVE

- A. All employees hired prior to February 11, 2010 who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Those employees hired on or after February 11, 2010 who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their schedule 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.

The service month shall be as defined in the July 3, 1995, Finance Department Memo entitled Sick Leave Accrual Processing, a copy of which has been reviewed with the Union. All employees must be on the payroll for the entire month to be credited with sick leave.

- B. Reserve sick leave of five (5) service days shall be granted on July 1st to each employee, hired prior to February 11, 2010, who was on the payroll the preceding July 1st, and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year. Reserve sick leave shall be kept in the Reserve Sick Leave Bank. Those employees hired on or after February 11, 2010 shall not be eligible for Reserve Sick Leave.
- 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.
- E. Qualifiers for Bonus Vacation Days:
 - 1. Employees hired prior to February 11, 2010, who have accumulated a total of fifty (50) or more unused sick days on July 1st, shall receive up to six (6) bonus vacation

days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

| <u>Sick Leave Days Used In Previous Fiscal Year</u> | <u>Bonus Vacation Days To Be Credited on July 1</u> |
|--|--|
| 0 | 6 |
| ½ to 1 | 5 ½ |
| 1 ½ to 2 | 5 |
| 2 ½ to 3 | 4 ½ |
| 3 ½ to 4 | 4 |
| 4 ½ to 5 | 3 ½ |
| 5 ½ to 6 | 3 |
| 6 ½ to 7 | 2 ½ |
| 7 ½ to 8 | 2 |
| 8 ½ to 9 | 1 ½ |
| 9 ½ to 10 | 1 |
| 10 ½ to 11 | ½ |
| 11 ½ or more | 0 |

2. Employees, hired prior to February 11, 2010, who have accumulated at least twenty-five (25) but less than fifty (50) unused sick days on July 1 shall receive up to three (3) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited in accordance with the following table:

| <u>Sick Leave Days Used In Previous Fiscal Year</u> | <u>Bonus Vacation Days To Be Credited on July 1st</u> |
|--|--|
| 0 to 2 days | 3 |
| 2 ½ to 3 | 2 ½ |
| 3 ½ to 4 | 2 |
| 4 ½ to 5 | 1 ½ |
| 5 ½ to 6 | 1 |
| More than 6 | 0 |

Those employees hired on or after February 11, 2010 shall not be eligible for bonus vacation days.

- F. Reserve sick leave is not available for usage as Departmental Leave Days. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.
- G. The above shall be in accordance with Chapter 13, Article 5, of the Municipal Code of the City of Detroit except as modified by this article.

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

26. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of sixty percent (60%) of the employee's unused sick leave accrued prior to the effective date of this agreement. All sick leave accumulated after the effective date of the agreement and remaining unused upon retirement or death shall not be paid.

- B. The payment will be made as part of the Employee's Pension Program, or the employee's Benefit Plan, or through the Finance Department.
- C. The City reserves the right, for purposes of retirement payouts, to cap the number of hours a member may accumulate in their sick leave and compensatory time banks or, to the extent allowed by law, cap the amounts of payout from such banks upon retirement.

27. 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 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 Director of DWSD 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 Director of DWSD.
- C. An employee shall be eligible for Holiday Pay or Excused Time 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 in question and would otherwise be qualified for the holiday.

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

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday or excused time day.
- E. Premium payments shall not be duplicated for the same hours worked.

- F. 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 by the Board of Water Commissioners. 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 Director of DWSD. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.
- G. 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. All benefits under this Article will be forfeited for the holiday or excused time in question.
- H. 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.
- I. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
 2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday, for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
 3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
 4. If an employee is off sick on the calendar holiday, or the substitute holiday, 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.
- J. 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, swing holidays, 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 on a job assignment consistent with their job classification and ability to perform the work.

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

December 22, 23, 26, 27, 29, 2014
December 21, 22, 23, 28, 29, 30, 2015
December 26, 27, 28, 29, 30, 2016
December 18, 19, 20, 21, 22 27, 28, 29, 2017
December 26, 27, 28, 2018

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

K. The holiday dates during the term of this Agreement are set forth in Schedule H.

Note: The two-tier system for new hires as well as other new changes referenced in this Article will be implemented when the City's Payroll System has the capability.

28. 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 define as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son and step-daughter, grandmother and grandfather
- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral, and submits documentation of such upon 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 Relative:** Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. If the Local Union President is not available to attend the funeral of the DWSD employee who is a member of his/her local, a representative of the local, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral provided he/she submits documentation of such upon return to work.

Note: Employees hired on or after February 11, 2010 are not eligible to receive Reserve Sick Leave.

The two-tier system for new hires referenced in this Note will be implemented when the City's Payroll System has the capability.

29. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

- A. During the term of this Agreement, Employees who have completed ninety (90) days of continuous service in the Department will be eligible to participate in the group medical, dental, and vision plans ("Medical Plans") offered by the City during the term of this Agreement on the same terms and conditions as other non-bargaining unit Employees of the City. Employees will be required to pay the usual and customary premiums paid for their benefits (based upon the plan and coverage tier selected by the Employee).
- B. During the term of this Agreement, the City reserves the right to modify the terms and conditions of its Medical Plans. Such modifications may include, but are not limited to, Employee premium obligations, co-payments, deductibles, covered services, providers or networks, third party administrators or insurers, preferred provider options and other plan design modifications.
- C. The extent of coverage under the Medical Plans, Flex Plan, life and AD&D Plans, and other benefit plans referred to in this Agreement, will be governed by the terms and conditions set forth in applicable plans offered by the City during the term of this Agreement. Plan documents, and such benefit programs may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance Procedures set forth in Article 6 of this Agreement.
- D. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the Department, nor shall such failure be considered a breach by the Department of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
- E. During the term of this Agreement, future retirees from the bargaining unit shall receive retiree medical coverage as may be offered by the City, in accordance with the terms of the City's retiree medical plans, as may be amended from time to time.

30. WORKERS' COMPENSATION

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

2. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.

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

31. DEATH BENEFITS AND LIFE INSURANCE

NOTE: The coverage period and supplemental life insurance coverage (Option 1 & 2) shall be modified in accordance with the Memorandum of Understanding RE: The Human Resources/Payroll Benefit System.

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, 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 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/her 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:**

| <u>Yearly Pay</u> | <u>Amount of Insurance</u> |
|---------------------|----------------------------|
| 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. Additional life insurance inclusive of the \$12,500 of insurance shown above is available through this plan at the employee's expense as follows:

| <u>Yearly Pay</u> | <u>Amount of Insurance</u> |
|--------------------------|-----------------------------------|
| \$12,500 to \$15,000 | \$15,000 |
| \$15,000 to \$17,500 | \$17,500 |
| \$17,500 to \$20,000 | \$20,000 |
| \$20,000 to \$22,500 | \$22,500 |
| \$22,500 to \$25,000 | \$25,000 |
| \$25,000 to \$27,500 | \$27,500 |
| \$27,500 to \$30,000 | \$30,000 |
| \$30,000 to \$32,500 | \$32,500 |
| \$32,500 and above | \$35,000 |

5. **Benefits - Dependents:**

| <u>Cost of Employee</u> | <u>Amount of Insurance</u> |
|--------------------------------|-----------------------------------|
| \$.70 per week | \$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:

| <u>Yearly Pay</u> | <u>Amount of Insurance</u> | <u>Amount of Insurance</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 | \$32,000 | \$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.

32. 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.

If selected to serve on a jury, which requires the employee to be off work for more than one day, the employee must notify his/her employing department each day in accordance with established departmental call-in procedures. Failure to do so will make the employee ineligible for jury duty supplementation.

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.
- 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; however jury duty time shall not be counted as time worked for the purpose of computing overtime.
- G. Upon return from jury duty, the City 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.

33. CONTRACTUAL WORK

- A. The DWSD is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of DWSD. Therefore, in making these determinations DWSD intends always to keep the interest of the DWSD employees in mind. The right of contracting, subcontracting or outsourcing is vested in DWSD. 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.

34. UNION BULLETIN BOARD

- A. The DWSD will furnish for the Union, one bulletin board at each of the agreed 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 International Union.

Notices and announcements shall not contain anything political or of a libelous nature.

- B. Said material may be posted anytime and a copy made available for the department file. Only the steward or his/her alternate may post union material and he must sign his/her name to all material posted. All other material can be taken down by the department.
- C. Any abuse of the union bulletin boards will be a matter for Special Conference.

35. SUPPLEMENTAL AGREEMENTS

The parties agree that any supplemental agreements negotiated involving matters not covered herein and peculiar to a specific department shall be attached hereto and made part of the entire Agreement.

36. RATES FOR NEW POSITIONS

When the Human Resources Unit establishes a new classification or materially changes the specifications of an existing classification and rate of pay it shall be, subject to the approval of the Director of DWSD. Recommendation for the establishment of such rates shall be directed by the Director of DWSD to the Board of Water Commissioners. When the new classification clearly falls within bargaining units covered by the Agreement, the Union will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the Board of Water Commissioners. In the absence of any appeal by the Union within ten (10) working days of the date of the notice to the Union, action on the position will be submitted to the Board of Water Commissioners. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate and the matter shall be handled in accordance with the procedure for Special Conference.

37. MISCELLANEOUS

- A. The Union agrees not to engage in activities involving internal management of employee organizations during working hours such as:
 - 1. Collection of dues and other assignments and solicitation of membership.
 - 2. Membership meetings, campaigning for office, distribution of literature or membership drives in City work areas.
- B. All past practices not described in this Agreement are no longer binding as of July 1, 2012.

38. CLOTHING, UNIFORM AND TOOL ALLOWANCE

- A. **Clothing:**
The clothing allowance shall be \$170 per year and otherwise administered according to the Resolution of the Board of Water Commissioners.
- B. **Uniform:**
For employees who are required to wear a specific uniform, the allowance will be \$350 per year.

39. 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 nor more than ninety 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 City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by this collective bargaining agreement, the City Charter and Municipal Code. If the terms of the collective bargaining agreement conflict with the City Charter or the Municipal Code, the terms of this collective bargaining agreement shall control. 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 DWSD 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 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'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 (62nd) 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.
- F. 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.

- G. 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.
- H. 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, 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. Effective December 18, 2012, the pension multiplier shall be 1.5% for all years of service after this date. 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.
- I. 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 (USLOR) payment benefit provided for elsewhere in Article 26 of this labor agreement or 2) chose to receive payment of twenty-five percent (25%) 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. For any member choosing to exercise this option, the lump sum payment of USLOR will be the remaining value of the eligible unused accrued sick leave bank as provided in Article 26.
- K. 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 from \$2,400 to \$5,700 per annum.

- L. 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.

- M. 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.
- N. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, 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.
- O. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992. Effective on the first month after ratification, the cost of living allowance for all service after that date shall be eliminated.
- P. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- Q. Annuity Contribution Amounts: The City will offer 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% annuity contribution.
- R. Members of the bargaining unit hired prior to July 1, 2012 may elect a voluntary, irrevocable conversion to the defined contribution plan described in Section X of this Article. Existing vested employer and employee contributions shall be converted to the employee's account in the defined contribution plan. The conversions shall be calculated based upon the actuarial standards described in the 1998 Ordinance.
- S. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City 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".
- T. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code prior to November 4, 2011 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's Payroll System has the capability.

- U. Employees hired prior to July 1, 2012 may remain in the City's defined benefit program as described in Sections A through S, inclusive, of this Article. Effective the first payroll after ratification of this Agreement, 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.
- V. 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 Union. No later than one hundred fifty (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.
- W. DWSD and the Union acknowledge that they do not control the Retirement Board composition.
- X. Sections A – V of this Article shall only apply to employees hired prior to July 1, 2012.
- Y. Employees hired on or after July 1, 2012 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.
- Z. 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 percent (6%).
- AA. During the term of this Agreement, Employees will be eligible for retirement benefits pursuant to terms and conditions offered by the City 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.
- BB. Before a plan of adjustment is approved by the United States Bankruptcy Court, DWSD may make changes to Employees' retirement benefits in accordance with the re-opener provisions of Article 51 Modification and Termination.

40. WAGES, SALARIES AND MISCELLANEOUS PAY POLICIES

A. WAGE INCREASE:

Effective *date of ratification* - 0%.

- B. The pay rates of hourly rated employees shall be rounded up to the nearest whole cent.

Employees 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.

- C. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- D. Employees' benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee.
- E. 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.
- F. When it is administratively feasible, the pay check for all employees shall be transmitted via direct deposit.

The correction of the underpayment shall be made within sixty (60) days after notification to the department human resource office.

For overpayment recoveries the City is authorized to deduct up to one hundred dollars (\$100) weekly or two hundred dollars (\$200) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

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

- G. DWSD may require payment of wages to employees by direct deposit.
- H. **NEW JOB CLASSIFICATIONS:** The Detroit Water and Sewerage Department has assigned the new job classifications of **Field Services Technician** and **Special Projects Technician** to Teamsters Local 214.

The Total Compensation Package for the **Field Services Technician** classification includes the following:

Salary Min \$28,213

Salary Max \$58,000

The progression within the classification is consistent with the *Progression Chart* included in the job description.

PAID TIME OFF: Paid Time Off (PTO) will replace vacation, bonus vacation, sick, reserved sick, departmental leave, swing holiday, and compensatory time. (Will be implemented when systems allow)

The Total Compensation Package for the **Special Projects Technician** classification includes the following:

Salary Min \$16,825

Salary Max \$70,000

The Special Projects Technician classification is an At Will position and may not be exclusive to this bargaining unit.

PAID TIME OFF: Paid Time Off (PTO) will replace vacation, bonus vacation, sick, reserved sick, departmental leave, swing holiday, and compensatory time. (Will be implemented when systems allow)

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.

41. SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by 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.

42. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

- A. **Unemployment Compensation:** Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Unemployment Insurance Agency under the Michigan Employment Security Act.
- B. All compensation received under this Article shall be offset against any claim for back wages.

43. SOCIAL SECURITY

The City and the Union agree that the employees represented by Teamster's Local #214 and coming under the terms of this Labor Agreement shall continue to be covered under the terms of FICA (Social Security).

44. TUITION REFUND

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

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

45. COMMERCIAL DRIVER'S LICENSE

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 and 100% of the cost of any required endorsements. 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 by their department. This reimbursement is only for CDL renewals obtained after June 30, 1996.

46. EMPLOYEE ASSISTANCE PROGRAM

The DWSD and the Union recognize and acknowledge that the problem of substance abuse and other personal problems which affect the physical or mental well-being of employees of the

DWSD merit special attention. Substance abuse, including alcohol and drugs, and other personal problems, by workers impair their ability to function, contribute to increased absenteeism and tardiness, and violation of other rules, regulations and procedures. The combination of factors is recognized as having potentially damaging effects on efficiency and endangers the job security of the worker. In an attempt to deal with these problems, the DWSD has established an Employee Assistance Counseling center to which all employees with substance abuse or other personal problems can be referred for counseling and eventual referral to an outside agency for treatment. All counseling and medical records of the counseling center are confidential.

47. PRIVATE CAR MILEAGE

- A. **Rates of Payment:** When an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the current IRS per mile rate subject to change when that rate changes higher or lower. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for DWSD business.

The DWSD will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by the Board of Water Commissioners for that purpose.

B. **Definition of Reimbursable Mileage:**

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

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

- D. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be left up to the department in which he/she works.

- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car. Other employees may be requested to use their cars when their job assignment requires the use of an automobile.
- F. In order to receive mileage reimbursement an employee must actually use an automobile on DWSD business. However, if as a condition of employment an employee must bring his/her vehicle to work, then the DWSD must pay the daily rate, regardless of whether it is used or not. If the employee brings the car to work by his/her own choice and does not drive it on DWSD business, then no payment is to be made.
- G. Use of personal vehicles for out of town travel shall be in accordance with Budget Directive 98-1: Travel Procedures, as revised September, 1998.

48. DWSD EMPLOYEE LOAN PROGRAM

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 of Detroit 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/her 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.
- (f) **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.

- (g) **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.
- (h) **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.
- (i) **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, and shall be effective immediately upon the signing of this Memorandum of Understanding and ratification by Board of Water Commissioners. All necessary steps shall be taken to ensure that the implementation date of the Employee Loan Program for members of this bargaining unit shall occur as soon as administratively possible so that it coincides with the initial implementation date established by the General Retirement System.

49. EMERGENCY MANAGER

- A. This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, PA 436 of 2013 or any other regulation or law adopted by the State of Michigan.
- B. The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challengers) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2013, as amended, (Local Government and School District Fiscal Accountability Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court. This Section shall also immediately become null and void if the federal Court rules that any part of this Section is contrary to or inconsistent with the terms of the November 4, 2011 Order by Judge Sean F. Cox.

50. MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the Board of Water Commissioners, Emergency Manager and Treasurer of the State of Michigan as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 2019.

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

Wages
Health Insurance
National Health Care Act MOU
Retiree Health Insurance
Shift Premium
Pension
Sick leave, vacation or paid time off banks

Health insurance: DWSD may convert to a health plan or plans covered by an exchange under the Affordable Care Act, provided that it provides substantially similar or better coverage than the plan currently in force. "Substantially similar or better" shall include any self-insurance or reimbursement of out-of-pocket costs by DWSD of benefits not covered under the exchange's plan.

Re-opener negotiation process:

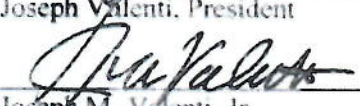
The parties shall negotiate for forty-five (45) calendar days on any economic issue raised by either party. In the event there is no agreement reached after forty-five (45) days, DWSD shall have the right to implement its last offer to the Union. The DWSD's offer will be retroactive to the introduction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

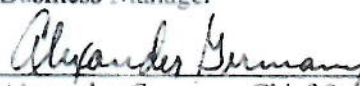
IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

Dated This 1st Day of July, 2014.

TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214

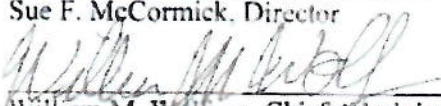

Joseph Valenti, President


Joseph M. Valenti, Jr.
Business Manager


Alexander Germany, Chief Steward

DETROIT WATER & SEWERAGE DEPT.


Sue F. McCormick, Director


William M. Wolfson, Chief Administrative &
Compliance Officer / General Counsel



Kevyn D. Orr, Emergency Manager
CITY OF DETROIT



R. Kevin Clinton, State Treasurer
MICHIGAN DEPARTMENT OF TREASURY

SCHEDULE A

LONG TERM DISABILITY INSURANCE (INCOME PROTECTION PLAN)

NOTE: *It Is Important For Employees To Apply For This Benefit As Soon As They Believe That They Will Be Disabled For An Extended Period Of Time In Order To Receive The Benefits. (See Provision I-C & Ii-B).*

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

All full time classified and appointed civilian employees eligible for insurance upon completion of three (3) years of continuous employment.

B. Effective Date

The effective date of the insurance is the date he becomes eligible.

Employees not performing each and every duty of their occupation on the last work day immediately before the date they would become insured, shall become insured on the date they resume such duties.

C. Applying for Benefits

Eligible employees who become disabled must apply through their department to the City Pension Bureau within sixty (60) days after becoming disabled.

II. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT

A. Monthly Accident-Sickness Benefit

The benefit shall be \$200.00 per month unless:

1. When added to the following benefits: (i) workers' compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total exceeds 90% of "take home" pay, as defined, this benefit will be reduced to provide that this benefit plus the other above mentioned benefits equal 90% of "take home" pay; or
2. When added to the following benefits; (i) workers, compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total is less than 75% of "take home" pay, as defined, this benefit will be increased to provide that this benefit plus the other above mentioned benefits equal 75% of "take home" pay; but this benefit shall not exceed \$1,500.00 per month.

Benefits payable under this plan are determined as percentages of "take home" pay. The following definitions shall be used in determining "take home" pay:

- (a) Take-home pay is defined as gross pay per month from the City less Social Security deductions, and less Federal, State and City income tax withholding.
- (b) Gross pay per month is an employee's annual rate of pay from the City as of the date of disability, divided by twelve (12).
- (c) Social Security deductions - shall be one-twelfth (1/12) of the maximum annual Social Security tax payable by an employee based on the employee's annual rate of pay as determined in (b) above.
- (d) Federal, State and City withholding - these amounts are determined as the normal amount of withholding applicable to an individual's gross pay per month for the actual number of dependents an employee has as of the date of disability. Dependents include all members of the immediate family who are deductible for income tax purposes.

B. Waiting Period Before Benefits Are Payable

There is a waiting period of two hundred and seventy (270) days of continuous total disability, or the employee's accumulated sick leave time, whichever is greater. Sick leave time as used herein, will include vacation and compensatory (unpaid overtime credits) time. For purposes of this elimination provision the election of a lump sum payment for a period of vacation and for compensatory time shall be considered to be paid as though such time were run out on normal payroll time.

C. Maximum Period of Benefits

A period equal to one-half the employee's service with the City, rounded to the nearest month; except that benefits payable due to psychiatric disorders not requiring confinement shall be limited to not more than two (2) years.

D. Conditions For Payment

A period of disability for which coverage is provided must commence within thirty (30) days of an accident or, if due to sickness, while coverage is in force as to the Employee. A disability which commences more than thirty (30) days after an accident shall be deemed the result of a sickness.

Benefits are payable from the first day following the expiration of the Waiting Period subject to the Maximum Period of Benefits. The applicable Waiting Period shall neither commence nor continue, nor will benefits be paid for any period of disability during which the Employee is not under the regular care and attendance of a currently licensed physician or surgeon other than, himself unless waived by the City.

If a disability recurs as a result of the same or related cause or causes, it shall be deemed a continuation of the prior period of disability unless an intervening period of nine months has elapsed in which event the subsequent period shall be deemed the result of a new sickness and subject to a new Waiting Period and Maximum Period of Benefits.

Termination of the policy or of an Employee's coverage for any reasons shall be without prejudice to any claim originating prior to the date of termination.

E. Rehabilitative Employment Benefits

When, immediately, following satisfaction of the Waiting Period or immediately following any period during which Total Disability Benefits are payable, the Employee engages in Rehabilitative Employment, the City will pay for each month of such employment, the applicable Monthly Benefit less 80% of the amount of compensation or income the Employee received from such Rehabilitative Employment (not to exceed, in the aggregate, 24 months as the result of any one accident or sickness).

F. Partial Month Benefits

Benefits payable hereunder for periods which are less than one month will be paid on the basis of the 1/30th of the Monthly Benefit for each day of disability.

G. Definitions

"Total Disability" means the continuous inability of the Employee to engage in each and every occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience. However, during the applicable Waiting Period and the first 24 months thereafter the Employee shall be deemed totally disabled while he is (1) unable to perform each and all the material duties pertaining to his/her occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience.

"His occupation" means any and every occupation or employment engaged in by the Employee immediately prior to the date of the commencement of any loss covered hereunder.

"Rehabilitative Employment" means any occupation or employment for wage or profit, for which the Employee is reasonably qualified by education, training or experience, engaged in by the Employee while unable to fully perform his/her occupation as a result of injury or sickness.

"Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

“Injury” means bodily injury caused by an accident occurring while the policy is in force as to the Employee and resulting directly and independently of all other causes in loss covered by the policy.

“Sickness” means sickness or disease causing loss commencing while the policy is in force as to the Employee whose sickness is the basis of claim.

H. Pre-Existing Conditions

Any other provisions to the contrary, any disability commencing within twelve (12) months immediately following the effective date of insurance of an Employee, for which treatment was rendered during the six (6) months prior to such Employee’s effective date of insurance shall not be considered as a disability hereunder.

I. Waiver of Premiums

With respect to any employee who is totally disabled and receiving benefits hereunder or total disability, the City will waive payment of any premiums with respect to such Employee period during which such benefits are payable. For any employee in the waiting period and no longer on the City’s payroll and awaiting the completion of the waiting period, the City will waive payment of any premium.

J. Choice of Physician and Surgeon

The Employees shall have the right to select any physician or surgeon and a physician-patient relationship will be maintained. If the City wishes to review the opinion presented by the doctor, the two doctors shall mutually select a third doctor, in accordance with provisions of the policy, whose opinion shall be binding on the case.

III. MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS

If more than one loss listed results from one accident, the provisions of this section shall be applicable to only one of such losses, that for which the greater period is provided. If the Employee dies before receiving the applicable Monthly Accident Benefit for the minimum period provided, the balance remaining unpaid at the time of his/her death shall be paid to his/her beneficiary or his/her estate.

Dismemberment and Loss of Sight

When injury results in any of the following losses within one hundred days after the date of the accident, the City will pay the applicable Monthly Accident Benefit for the period the Employee is totally disabled and entitled to payment, but in no event will such payments be made after the date of such loss for less than the number of months set opposite the loss. In any event the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

| | |
|--------------------|-----------|
| Loss of both hands | 46 months |
| Loss of both feet | 46 months |

| | |
|--|-----------|
| Loss of entire sight of both eyes | 46 months |
| Loss of one hand and one foot | 46 months |
| Loss of one hand and the entire sight of one eye | 46 months |
| Loss of one foot and entire sight of one eye | 46 months |
| Loss of one hand | 23 months |
| Loss of one foot | 23 months |
| Loss of the entire sight of one eye | 15 months |
| Loss of thumb and index finger of either hand | 12 months |

“Loss” as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, as used with reference to eye means the irrecoverable loss of the entire sight thereof and as used with reference to thumb and index finger means complete severance through or above the metacarpophalangeal joints.

IV. LIMITATIONS AND EXCLUSIONS

No Benefit will be payable under this coverage for any total disability:

- (a) Prior to the satisfaction of the Waiting Period.
- (b) Resulting from suicide or any attempt thereat while sane, or self-destruction or any attempt thereat while insane,
- (c) Resulting from declared or undeclared war or any act thereof, or from participating in a riot, or as the result of the commission of a felony by the Employee.
- (d) Resulting from service in the Armed Forces of any country,
- (e) Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation.
- (f) Resulting from pregnancy, child birth, or miscarriage.

V. DISABILITY COMMENCING DURING 12 MONTH PERIOD PRIOR TO AGE TERMINATION OF BENEFITS

If the disability commences prior to the Claimant attaining the age of sixty (60) years, but after the Claimant attains the age of 58 years and 3 months (or prior to attainment of age 55 years, but after 53 years and 3 months, with respect to those Employees with 30 or more years of service with the City), Benefits will be paid for the period of such disability not to exceed one year, except that benefits under this provision shall also be reduced by the amount of any Service Retirement Allowance paid by the City to the Claimant pursuant to Provisions of Title IX, Chapter VI of the City of Detroit Charter and policies of the General Retirement System.

VI. TERMINATION OF INDIVIDUAL INSURANCE

The insurance of any Employee shall terminate on the happening of any of the following events:

- (a) Upon attaining eligibility for a service retirement.
- (b) If insurance is provided on contributory basis and the Employee fails to make the required contribution, then such insurance shall automatically terminate at the end of the period for which contribution has been made.
- (c) The date the Employee leaves, due to leave of absence or voluntary layoff as defined by the City, or is dismissed from employment in a class eligible for insurance hereunder, except that absence from work due to involuntary layoff, as defined by the City, shall not be considered as termination of employment for a period of thirty (30) days next following the commencement of such involuntary layoff.
- (d) The date the Employee becomes eligible to receive a Service Retirement Allowance. A Service Retirement Allowance is that amount consisting of the total of a pension and an annuity (if any) paid to an Employee who withdraws from the City employ as a Service Retirant pursuant to the provisions of Title IX, Chapter VI of the City of Detroit Charter.
- (e) For non-payment of premiums by the City on behalf of an Employee in which event such insurance shall automatically terminate at the end of the period for which premium has been paid.

Such termination shall be without prejudice to any claim of the Employee originating prior thereto.

VII. OTHER BENEFITS INCLUDED IN THE CITY'S INCOME PROTECTION PLAN

Separate from the Long-Term Disability Insurance Policy, the City will be continuing medical insurance coverage for disabled employees who qualify for Long-Term Disability Insurance, and will also pay a \$2,500 death benefit in lieu of the City of Detroit Death Benefit Plan to employees qualified for Long-Term Disability Insurance. The medical insurance and death benefit are payable without the Elimination Period required of the Long-Term Disability Policy. Since these two benefits are available sooner than 9 months it is doubly important that employees file for Long-Term Disability Insurance prior to 60 days after becoming disabled.

SCHEDULE B

HOLIDAYS AND EXCUSED TIME OFF

| HOLIDAY | 2013 - 2014 | 2014 - 2015 | 2015 - 2016 | 2016 - 2017 | 2017 - 2018 |
|-------------------------------|------------------------------|------------------------------|------------------------------|-----------------------------|-----------------------------|
| Independence Day | Thursday, July 4, 2013 | Friday, July 4, 2014 | Friday, July 3, 2015 | Monday, July 4, 2016 | Tuesday, July 4, 2017 |
| Labor Day | Monday, September 2, 2013 | Monday, September 1, 2014 | Monday, September 7, 2015 | Monday, September 5, 2016 | Monday, September 4, 2017 |
| Veterans Day* | Monday, November 11, 2013 | Tuesday, November 11, 2014 | Wednesday, November 11, 2015 | Friday, November 11, 2016 | Friday, November 10, 2017 |
| Thanksgiving Day | Thursday, November 28, 2013 | Thursday, November 27, 2014 | Thursday, November 26, 2015 | Thursday, November 24, 2016 | Thursday, November 23, 2017 |
| Day After Thanksgiving* | Friday, November 29, 2013 | Friday, November 28, 2014 | Friday, November 27, 2015 | Friday, November 25, 2016 | Friday, November 24, 2017 |
| Christmas Eve (eight hours)* | Tuesday, December 24, 2013 | Wednesday, December 24, 2014 | Thursday, December 24, 2015 | Friday, December 23, 2016 | Friday, December 22, 2017 |
| Christmas Day | Wednesday, December 25, 2013 | Thursday, December 25, 2014 | Friday, December 25, 2015 | Monday, December 26, 2016 | Monday, December 25, 2017 |
| New Year's Eve (eight hours)* | Tuesday, December 31, 2013 | Wednesday, December 31, 2014 | Thursday, December 31, 2015 | Friday, December 30, 2016 | Friday, December 29, 2017 |
| New Year's Day | Wednesday, January 1, 2014 | Thursday, January 1, 2015 | Friday, January 1, 2016 | Monday, January 2, 2017 | Monday, January 1, 2018 |
| Martin Luther King's Birthday | Monday, January 20, 2014 | Monday, January 19, 2015 | Monday, January 18, 2016 | Monday, January 16, 2017 | Monday, January 15, 2018 |
| Good Friday (eight hours)* | Friday, April 18, 2014 | Friday, April 3, 2015 | Friday, March 25, 2016 | Friday, April 14, 2017 | Friday, March 30, 2018 |
| Memorial Day | Monday, May 26, 2014 | Monday, May 25, 2015 | Monday, May 30, 2016 | Monday, May 29, 2017 | Monday, May 28, 2018 |

Excused Time Holiday for all DWSD employees. No holiday premium to be paid.

NOTES: Special rules on holiday observance may apply to employees engaged in unusual work assignments such as shift work and/or six (6) or seven (7) day operations.

SCHEDULE C

ARBITRATION PANEL PROCEDURES

The parties hereby agree to establish an Arbitration Panel composed of both members of DWSD and the Union, and an independent arbitrator for the purpose of providing final and binding resolution to unresolved grievances in accordance with the Master Agreement and the following procedure:

- A. The Arbitration Panel shall be composed of an equal number of representatives from DWSD and the Union. The Panel shall consist of seven (7) members; three (3) representatives of management, three (3) representatives from the Union, and the Arbitrator. The Panel may function with five (5) members, two (2) per side and a representative from the Human Resources Unit.
- B. The Arbitrator will chair all Arbitration Panel hearings and provide the administrative services for the conduct of such hearings.
- C. The Arbitrator will serve at the pleasure of the parties. If at any time either party desires to terminate the services of the Arbitrator, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the Arbitrator of his/her termination. Once the Arbitrator has received written notice that his/her services are terminated, he/she shall not hear any further cases. However, he/she shall render decisions on all cases that he/she has heard prior to receiving such notice.
- D. Written notification of intent to arbitrate must be received by the Human Resources Unit within forty-five (45) calendar days from the date of DWSD Step 3 answer. The DWSD and Union shall then have ten (10) calendar days to reach agreement as to whether the grievance will be arbitrated by the Arbitration Panel or processed through Step 4 of the Grievance Procedure of the Master Agreement. Grievances not referred to the Panel or to Step 4 within ninety (90) days of the Notice of Intent to Arbitrate shall be considered settled on the basis of DWSD's last answer.
- E. Notices of Intent to Arbitrate must be in writing and contain the following information:
 - 1. Grievant's name and mailing address
 - 2. DWSD case number
 - 3. Grievance number
 - 4. DWSD
 - 5. Grievance Issue
 - 6. Disposition Requested
- F. Within ten (10) calendar days of receipt of the Union's Intention to Arbitrate, DWSD will confirm in writing its agreement, with copy to the Arbitrator, to process the grievance through the panel or to an ad hoc Arbitrator mutually selected by the parties or from a list furnished by the F.M.C.S.

A hearing date for grievances submitted to the Arbitration Panel will be specified by the Arbitrator within thirty (30) days from receipt of appeal.

- G. The Arbitration Panel Hearings shall take place as agreed to between the parties.
- H. All dockets shall be mailed from the Arbitrator's office to the Union, the Human Resources Unit and the grievant.
- I. Advisory times for each party's hearing shall be shown on the docket. Cases will be docketed with individual starting times.
- J. Each party is entitled to one adjournment as of right. It shall be the obligation of the party requesting the adjournment to notify the Arbitrator on or before the Friday preceding the Arbitration Hearing, and to further notify any and all other interested parties. There will be certain exceptions to the requirement of timeliness in requesting adjournments; as illustrative examples only, are the following:
 - a. the non-appearance of a grievant in discharge cases the first time the case is docketed;
 - b. unanticipated unavailability of key witnesses, i.e. medical emergencies.

Further adjournments may be granted, but these must be by mutual agreement of the parties, or by ruling of the Arbitrator by a showing of good cause. Requests for subsequent adjournments must be by written notice to all interested parties, utilizing certified mail. It shall be the obligation of any grievant to notify DWSD and Union of any change of address.

If liability for wage and benefits is awarded by the Arbitration Panel, such liability will be assessed against the party requesting an adjournment. Accordingly, in a discharge case if management requests an adjournment liability will be ongoing; if the Union requests an adjournment, liability for wage and benefits losses will cease as of that request.

- K. If either one party or the other, after due notification, chooses not to appear, the panel has the right to proceed and take testimony and consider the side not appearing to be in default; or in the Panel's discretion to order the case adjourned and assess any ongoing liability for wage and benefits losses against the party in whose favor the adjournment is ordered.
- L. If the parties are not present when their case is called, the Panel in its discretion may wait a reasonable time before calling the case and proceeding in accordance with the procedure in rule number thirteen (13) above.
- M. Each party shall have the option to present its case either in the narrative, by the testimonial process, or by position statements. The exercise of the option shall not prejudice the other party's choice of presentation.
- N. Attorneys, unless they are employed by DWSD or the Union, shall not be permitted to speak at the Arbitration Panel Hearing. "Presentation" is reserved only for representatives of management and the Union.

- O. It is expected that all cases will be heard and answered at Step 3 of the Grievance Procedure before a hearing is requested from the Panel. If there is any dispute as to whether or not the matter has been heard at Step 3, said matter will automatically be referred back for a Step 3 hearing and the question of liability for wage and benefits losses shall be reserved. It is further expected that at the Step 3 hearings, all questions and all evidence pertinent to the case will be requested and will be exchanged so that both sides will be on notice of the matters in question. No matter may be presented which has not been raised at either the Step 3 Hearing or sufficiently in advance of the actual Panel Hearing so as to deprive the other side of a reasonable chance to investigate this issue.
- P. All parties shall be free to use such evidence and supporting documents as they deem necessary subject to the determination of relevance by the Arbitrator.
- Q. Both sides will present their case in its entirety before any questions are asked except for questions which the Arbitrator may deem necessary to clarify the record.
- R. There will be no cross-examination, as such, allowed at the Panel hearing. If a question is asked for the other side to answer, that question will be directed to the Arbitrator and the Arbitrator will decide whether to direct the opposite side to answer.
- S. Although decisions of the Panel are not precedent-setting unless the parties specifically request them to be, prior decisions may be used as supporting evidence of a position taken by one side or the other. If a prior decision is to be used, however, then the party offering that decision is obligated to present, along with that decision, the original grievance on which that decision was based; and further, said party must be able to coherently present a summary of the facts of said case.
- T. At the conclusion of the presentation, the Panel members may ask questions at their discretion, subject to objection from either party. The parties are then excused and a decision will be made.
- U. The Panel's decision shall be in accordance with the express provisions of the Master Agreement, and the Panel shall be without authority to add to, detract from, alter, amend, or modify any of its provisions, nor may it impose on either party a limitation or obligation not specifically provided in the Master Agreement.
- V. In cases wherein it is discovered that one of the parties to the grievance has filed a charge with any Governmental Agency, the Panel will determine whether or not the grievance warrants a deferral until the appropriate agency has ruled. The Panel then expects this to be made a point of order prior to the introduction of any evidence.
- W. Voting of the Panel members will be by secret ballot.
- X. The decision of the Arbitration Panel shall be final and binding on DWSD, on the employee(s) and on the Union.
- Y. A written copy of the decision will be mailed by the Arbitrator to all parties. The only exception to this procedure is on the question of untimely filing, which will be taken up in

Panel session with the parties excused, and the decision will either be given orally or will be mailed to the parties depending upon the extent of the docket.

- Z. The expense of the arbitrator shall be shared equally by the parties and limited to the following:

| | |
|-----------------|-----------------------|
| Heard: | \$300 per case |
| Settled: | \$24 per case |

If a case is adjourned, the party requesting the adjournment shall pay a \$50 adjournment fee.

- AA. The above described Arbitration Panel Procedure is a pilot program for the remainder of the 2012-2013 contract unless it is terminated by either party in accordance with paragraph #4 above. This procedure shall not abrogate any of the parties rights or responsibilities under the Master Agreement. At the conclusion of the 2012-2013 contract or in the event either party exercises its rights under paragraph #4 above, the parties will meet to discuss its results.

SCHEDULE D

| 2014 HEALTH CARE PLAN | |
|---------------------------------------|-------------------------------|
| City of Detroit Plan Design* | |
| Annual Deductible/Individual | \$750 |
| Annual Deductible/Family | \$1500 |
| Office Visit | \$25 |
| Outpatient Specialist Visit | 100% first 6 visits, then 50% |
| Co-Insurance | 80% |
| Annual Out-of-Pocket Limit/Individual | \$1,500 |
| Annual Out-of-Pocket Limit/Family | \$4,500 |
| Lifetime Plan Maximum | None |
| Inpatient Hospital Services | |
| Inpatient Hospitalization | \$100 copay then 100% |
| Emergency Services | \$100 copay then 100% |
| Urgent Care | \$25 copay |
| Prescription Drug Benefits | |
| Generic | \$10 |
| Brand (Preferred) | \$35 |
| Brand (Non-Preferred) | \$50 |
| Number of Days Supply | 30 days |