

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION

2005 - 2008

2005-2008 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION

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AGREEMENT

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Detroit Senior Water Systems Chemists Association, (hereinafter called the Association).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment for the mutual interest of the City of Detroit in its capacity as an Employer, the employees, the Association, as the sole bargaining agent of the employees, and the citizens of Detroit.

The parties recognize that the interest of both the community and of City employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the Employer's initiatives of effective community policing, safe and stimulating programs for young people, and improving the environment in neighborhoods to instill civic pride and encourage new development.

To these ends, the Employer and the Association encourage friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for all employees certified to the classifications listed in Exhibit I, for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Association recognizes the prerogatives of the City to operate and manage its affairs, in all respects in accordance with its responsibilities and powers of authority as set forth in state law, the Charter and Home Rule Act.
- B. The City has the right to determine when overtime work is required and schedule such overtime consistent with the terms of this Agreement.
- C. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay off for lack of work or funds; or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive. The City shall have the right to establish hours and schedules of work, and to establish the methods and processes by which such work is performed.

- D. The City has the right to establish reasonable practices, policies or rules provided the same do not conflict with the express terms of this Agreement. The City will furnish a copy of such practices, policies or rules that affect the Association to the Association President.
- E. It is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.
- F. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any of its members. Such contracting out shall not result in the demotion or lay off of any seniority employee as a direct and immediate result of work performed by the outside contractor.

3. ASSOCIATION SECURITY

- A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join the Association by initiating their Association application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that said form shall be executed by the employee. The written authorization for Association 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 Association.
- C. Any person certified and employed with the City on/or after October 11, 1947, and covered by this Agreement, who is not a member of the Association and does not make application for membership within ninety calendar days from the effective date of this Agreement or from the date of employment, whichever is later, shall, as a condition of employment, pay to the Association each month a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty calendar days after receipt of written notice by the department from the Association unless otherwise notified by the Association in writing within said thirty calendar days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such thirty day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement; provided further, that the City shall not comply with this discharge request if the subject employee objects and supports his/her objection with adequate proof that he/she has officially challenged the Association's assessment and the matter is still unresolved and progressing through the Association's official internal appeal procedures.
- D. The City agrees to deduct from the wages of all employees subject to Section C above, all Association service fees uniformly required as provided in a written authorization in

accordance with the standard form used by the City, provided that said form shall be executed by the employee. The written authorization for Association service fee 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 Association.

- E. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent to the Treasurer of the Association. Treasurer of the Association shall not request the City to change the amounts so deducted more often than four times each City fiscal year.
- F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City 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 Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

The Association shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.

- G. The Association agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.
- H. Provisional employees will not be used to replace, or in lieu of Civil Service status employees, in classifications in the recognized bargaining unit, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

4. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- A. The City and the Association agree to cooperate in a policy of equal opportunity for all employees, to continue to prohibit discrimination because of race, color, creed, religion, national origin, age, political orientation, sex, sexual orientation, marital status, or disability, and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The City and the Association recognize the provision of the City Charter which mandates the City's Human Resources Department to take affirmative action, as required by the

constitutions of Michigan and the United States, to assure that all levels of the classified service are reasonably representative of the ethnic and sex composition of the City.

In accordance with this provision, the City agrees:

1. To periodically provide the Association with statistical information concerning the composition of the City's work force and reports concerning policies and programs for achieving equal opportunity in employment.
2. To make available representatives of the Human Resources Department to meet with representatives of the Association to exchange information and discuss affirmative action activities.

5. ASSOCIATION REPRESENTATIVES

- A. The Association shall appoint representatives for employees in the bargaining unit. These representatives shall be made known to the Employer in writing. There shall be one representative, and one alternate at each of the following work locations:

- Lake Huron Treatment Plant
- Water Works Park Treatment Plant
- Springwells Water Treatment Plant
- Northeast Treatment Plant
- Southwest Treatment Plant
- Sewage Plant (Operations Laboratory)
- MCHT (Analytical Laboratory)

- B. The representative, during working hours and without loss of time or pay, may investigate and present grievances to the employer. Arrangements shall be made with the immediate supervisor for their release. This privilege shall not be abused, nor unreasonably withheld.
- C. The Association President (or member of the bargaining unit, in addition to the grievant, designated in the Contract) shall be permitted to take time off to handle special conferences, grievances and participate in arbitration cases. Other duties associated with being an Association President and directly related to wages, hours and working conditions of bargaining unit members may arise which must be addressed in the capacity of Association President during business hours. In this regard, upon request, a meeting will be convened between the Association and the appropriate department representative to discuss this matter and resolve any difficulties being experienced.

6. SENIORITY OF ASSOCIATION REPRESENTATIVES

- A. Notwithstanding their position on the seniority list certain Association officers shall in the event of a layoff of a layoff or demotion be continued in the following order as long as there is:
- a. work in their bargaining unit;

- b. work in a classification which they formerly held in their representative unit;
 - c. if laid off, shall be recalled first whenever there is work in any such class in their representative unit from which they are laid off.
- B. The provisions of this Article shall apply to the Association President, Vice President, and Chief Steward and shall apply as long as long as they hold their respective offices.
- C. Should an Association representative lose his/her office, the former representative shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office

7. GRIEVANCE PROCEDURE

A grievance is a difference between the City and the Association concerning the interpretation or application of any provision of this Agreement.

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit and is as follows:

STEP 1: Any employee who believes that any provision of this Agreement has not been properly applied or interpreted may discuss his/her complaint with his/her immediate supervisor. The employee shall have the right to have his/her Association representative present during the discussion. When the presence of the Association representative is desired by the employee, he/she shall make the request to the immediate supervisor, who shall, without undue delay, make the arrangements to have the Association representative present. The employee has the right to discuss the complaint with the Association representative prior to the discussion with his/her immediate supervisor.

STEP 2: If the grievance is not satisfactorily resolved in Step 1, the Association representative may submit a grievance in writing to the Division Head or his/her designated representative within ten (10) working days of the complaint which gave rise to the Step 1 discussion.

The Association representative shall sign and indicate whether it is an individual or class action grievance and include the following:

1. name or names of employees involved in grievance, location, seniority, pension number, classification, shift and division,
2. a statement of the grievance and the facts upon which it is based,
3. the sections of this Agreement alleged to have been violated,
4. the remedy or correction requested,
5. the date, and a grievance number.

The division head and/or a designated representative(s) will meet with the grievant and the Association representative at a mutually agreeable time. The meeting will be promptly arranged to take place within ten working days of the appeal. A written answer will be forwarded to the Association President within ten working days of the meeting.

STEP 3: If the grievance is not satisfactorily resolved by Step 2, it may be appealed in writing to the department head or his/her designated representative by the Association President within ten (10) working days of the division head's decision. A meeting shall be held at a mutually agreeable time between no more than two representatives of the Association and two (2) representatives of the department. The meeting will be promptly arranged to take place within ten working days of the appeal. The department head or his/her designated representative will forward a written answer to the Association President within ten working days of the meeting.

STEP 4 - PRE-ARBITRATION PANEL: If the grievance is not satisfactorily resolved by Step 3, it may be appealed, in writing, by the Association President to the Labor Relations Director within ten working days of the department head's decision. The Labor Relations Division will arrange for the Pre-arbitration panel to meet. The meeting will be promptly arranged to take place within ten working days of the appeal.

The Pre-arbitration panel shall consist of representatives of the Association, not to exceed two people, and representatives of the City, not to exceed two people. The grievant shall not be present at the meeting.

The City will submit a written answer to the Association within twenty working days of the Pre-arbitration Panel hearing.

If the grievance is not settled at Step 4, it may be referred to arbitration (Step 5) within thirty working days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

STEP 5 - ARBITRATION: Any unresolved grievance which involves an alleged violation of any specific Article or Section of this Agreement and which has been fully processed through Step 4 of this grievance procedure, may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven working days of such notice, the moving party will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an Arbitrator from this list. If there is no mutual agreement the parties will select an arbitrator by using the alternate striking method.
2. 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 an employee for engaging in a strike, slowdown or stoppage of work, if the employee exercises his/her right under Section 6 of Act 336 of the Public Acts of 1965.

- c. Concerning appeals to the Mayor pursuant to applicable State Veterans Law.
 - d. Granting any wage increases.
 - e. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
 - f. Granting any promotion, demotion, transfer, job assignment, layoff, recall, job classification change or similar personnel transaction as relief in a discipline review case.
 - g. Contrary to the City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its departments, as long as the work rules are not in violation of this Agreement.
3. The Arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretion's which by State law or City Charter, the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
 4. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
 5. 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.
 6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
 7. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Association.
 8. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
 9. The expense 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. The aggrieved and the Association President or designated representative shall not lose time or pay for time off the job while attending the arbitration proceedings.

10. Except as specifically provided herein, or in supplements hereto which are part of this Agreement, 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 not excluded from arbitration.

8. STIPULATIONS TO THE GRIEVANCE PROCEDURE

- A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
- B. Grievances involving oral or written reprimands shall be filed in accordance with Step 1 of Article 7 - Grievance Procedure.
- C. Should the Association consider the suspension or discharge of an employee to be improper, the Association President shall submit a written grievance to the department head or his/her designated representative within ten days of the issuance of the suspension or discharge. The grievance shall be processed in accordance with Step 3 of Article 7 - Grievance Procedure.
- D. Class action grievances shall be processed in accordance with Step 3 of Article 7 - Grievance Procedure.
- E. Any grievance under this Agreement which is not filed in writing within ten working days of the complaint which gave rise to the grievance shall not be considered a grievance. Any grievance not appealed to the next Step within the specified time limits shall be considered settled based on the City's last answer.
- F. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and Holidays. The period of "optional holiday closing" (established under the Holiday Article of this Agreement) will be excluded from the grievance procedure time limits.
- G. The Association may withdraw a grievance without prejudice at any Step of the Grievance Procedure.
- H. The time elements in the first four Steps of the Grievance Procedure may be shortened or extended, or Steps may be eliminated by mutual agreement.
- I. The City shall not be required to pay back wages more than ten working days prior to the date a written grievance is filed.
- J. 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.

- K. In the 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 a grievance is filed within the ten working days within receipt of such paycheck.

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

9. USE OF PAST RECORDS

In imposing any discipline on a current charge, the City shall not take into account any prior infractions which occurred more than fourteen (14) months previously. However, this period shall be extended to twenty-four (24) months when the current charge is a repetition of a prior infraction involving workplace violence, sexual harassment, theft or willful destruction of City property, or being under the influence of alcohol or controlled substances at work.

10. UNAUTHORIZED ABSENCES

Any employee who is absent from duty for three consecutive work days without specific leave from his/her department and who fails to notify the Employer within those three days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the Employer. This provision shall not be construed to alter any rights of appeal or representation nor any other benefits to which the employee would have been entitled if suspended or discharged.

11. SPECIAL CONFERENCES

- A. Special Conferences shall be arranged between the Association and the department head or his/her designated representative upon the request of either party, to discuss substantial issues, which are of concern to Association members. Such meetings shall be between no more than three representatives of the department and no more than three representatives of the Association. Arrangements for such a Special Conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.
- B. Matters taken up in a Special Conference 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 Association shall not lose time nor pay for time spent in a Special Conference.

- C. A Special Conference shall be held within ten calendar days after a request is made, unless extended by mutual agreement of the parties.
- D. Within ten calendar days of the date of the Special Conference, the City shall submit to the President of the Association a written position statement on matters taken up in Special Conference.
- E. Matters not resolved by the Special Conference procedure may be appealed by either party to Step 3 of the Grievance Procedure.

12. SAFETY

- A. The City recognizes its responsibility to provide safe and healthful working conditions, and the Association recognizes its obligation to cooperate in the maintenance and improvement of those conditions.
- B. The issue of employee safety shall be a proper matter of Special Conference.
- C. In the interest of continuing laboratory and operational safety, Health and Safety committees shall be maintained at the Wastewater Treatment Plant and for the various Fresh Water Treatment Facilities consisting of management and Association representatives. These two separate committees shall meet on an ongoing basis to discuss and resolve matters pertaining to emergency response programs.

13. PROBATIONARY PERIODS

- A. All persons hired, promoted, transferred or placed into classifications represented by the Association shall serve a six (6) month probationary period as provided for and in accordance with Human Resources Department Rules in effect on the date this Agreement is signed.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except separation from City service or reversion to the formerly held title for reasons other than Association activities. For probationary employees with prior City service, the Association shall represent such employees when a department issues a suspension or discharge for cause instead of taking action to revert the employee to his/her prior status.
- C. During an employee's initial hire probation period, the employing department may, in accordance with Human Resources Department Rules, extend the probation period or take action to discharge the employee as a probationary employee. In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action to revert the employee to his/her former classification, unless a discharge for cause is appropriate.

14. REDUCTION IN FORCE

The City reserves the right to layoff for lack of work or funds; or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive.

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED:

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

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

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

SECTION 2 - ORDER AND MANNER OF REDUCTION:

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

- A. Within the department, the following categories of employees shall be removed first:

Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.

1. Employees who have not completed their initial probationary period shall be laid-off in accordance with their seniority, the least senior employees being laid-off first.
2. Employees hired on a limited-term basis shall be laid-off in accordance with their seniority, the least senior employee being laid-off first.

- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:

1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.
2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid-off subject to the following demotion or transfer rights within the department:

C. **DEMOTION IN SERIES:**

If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the series, provided there are one or more employees in the lower class in the department having less total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Article.)

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

D. **DEMOTION OR TRANSFER TO A FORMERLY-HELD CLASS:**

If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one or more employees in the class in the department having less total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Article.)

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

E. CHANGE OF STATUS TO VACANT POSITIONS IN OTHER CLASSES:

If the employee has exhausted his/her rights to demotion or transfer under A. and B. above, the department may, in so far as the interests of the service permits, propose transfer or demotion of the employee, to an available vacant position in any other class in the department for which the department believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Human Resources Director.

SECTION 3 - CITY-WIDE DISPLACEMENT:

Employees with permanent status who have been laid-off in a class from a City department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a City-wide basis; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. In addition, laid-off permanent employees who have one or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this Section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Article.)

Employees with permanent status who have been demoted to a lower classification due to reduction in force shall displace employees in the class from which they were demoted in those categories listed in Paragraph A of Section 2 on a City-wide basis. In addition, such demoted permanent employees who have one or more years of classified service shall displace other permanent employees in the class from which they were demoted of lesser seniority on a City-wide basis.

Displacement of lesser seniority employees across departmental lines shall be accomplished by layoff and displacement certification and shall coincide with the effective date of the layoff, if possible, but in any event within sixty (60) days of the effective date of layoff of employees having displacement rights.

SECTION 4 - RE-EMPLOYMENT PROCEDURES:

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

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

- B. Laid-off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid-off and shall be re-certified to available vacancies in this class in the order of their total City seniority from the list.
- C. Laid-off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total City seniority from such lists, provided that employees who were laid-off in such classes have been first recalled.

Should a laid-off employee on a preferred eligible list waive an offer of employment to a position in the class, his/her right to remain on that list shall terminate.
- D. In the absence of a preferred eligible list for a class, laid-off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists, which have been determined to be appropriate by the Human Resources Director.
- E. Re-employment provisions in this Article do not apply to persons laid-off and separated from City employment for a period of four years.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES: The order of layoff, demotion and re-employment shall not be altered by bargaining unit jurisdictional lines and employees shall carry their total City seniority across jurisdictional lines for reduction in force purposes.

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES: For reduction in force purposes, employees in the dual-title of Water Systems Chemist/Senior Water Systems Chemist shall be recognized as having permanent status in the class of Senior Water Systems Chemist.

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS: Where the City anticipates that a reduction in force will not exceed thirty days, an employee in a class subject to reduction in force and his/her employing department may agree to a conditional waiver of the employee's seniority rights for a specified period not to exceed thirty days. This conditional waiver must be in writing and be approved by the Human Resources Director. It is recognized that an out-of-seniority layoff resulting from such waiver is for the benefit of the City and the employee retains the right to exercise all rights to restoration, demotion, transfer and displacement at the end of the specified period.

SECTION 8 - PREEMPTIVE LAYOFF REQUESTS: If a reduction in force in a department 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/she be laid-off prior to the date when he/she would be reached for such layoff. Such request is subject to approval of the employing department and the Human Resources Director.

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 they been laid-off as scheduled.

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS: Where the Human Resources Department 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 Director 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 months standing.

15. SENIORITY

- A. **SENIORITY** is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or the date of induction into such classified service as provided by law. Effective July 1, 1978, employees who are certified for employment but not hired within thirty calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification.

Seniority, as defined above and in accordance with the Rules of the Human Resources Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the re-employment rights of employees.

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

- B. **CLASSIFICATION:**
Classification Seniority is hereby defined as the employee's length of continuous service in their current classification.

- C. **SENIORITY LIST:**
The City will furnish the Association, every six months, a seniority list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. The information shall be organized in a format mutually agreeable to the Association and the City.

- D. **LOSS OF SENIORITY:**
An employee shall lose his/her seniority for the following reasons only:
1. The employee resigns or quits.
 2. The employee retires on regular service retirement.
 3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
 4. The employee does not return at the expiration of a leave of absence.
 5. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

- E. **SUSPENSION OF SENIORITY CREDIT:**
An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:
1. Leaves of absence which exceed one year.
 2. Non-duty disability retirements which exceed one year.
 3. Voluntary layoffs.

- F. When employees of this bargaining unit receive a status change to a different classification within the bargaining unit, they will be able to exercise total City seniority in the new classification upon satisfactory completion of their probation periods.

16. LEAVES OF ABSENCE

- A. **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The FMLA became applicable to employees in the bargaining unit on August 5, 1994. The Human Resources Department issued a Policy Directive dated September 9, 1993 which detailed how the provisions of the FMLA would be implemented in City service. This policy was reissued on April 21, 1998. The Policy is incorporated herein by reference.

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

B. **CITY LEAVES OF ABSENCES:**

Leaves for purposes covered under the FMLA may be extended, and leaves for other purposes may be granted, under the City's leave of absence policies and procedures as set forth below:

1. Leaves of Absence without pay may be granted for reasonable periods for the purposes listed below:
 - a. Physical or mental disability
 - b. Training relating to an employee's regular duties in an approved educational institution
 - c. Military service
2. Leaves may be granted at the discretion of the City for reasons other than those listed above when they are deemed beneficial to the City.

C. **LEAVES FOR ASSOCIATION BUSINESS:**

Members of the Association elected to Association positions or selected by the Association to do work which takes them from their employment shall, at the written request of the Association, receive temporary leaves of absence for periods not to exceed two years or the term of office, whichever may be shorter, and upon their return shall be re-employed with seniority in accordance with Human Resources Department Rules. Leaves for Association business may be extended, on request to the employing department, subject to the approval of the Human Resources Department; provided that an employee on leave for this purpose shall not continue to accumulate seniority after the first two years.

- D. One year of classified service is required to be eligible for all leaves except military. Leaves shall be processed and seniority shall be determined in accordance with Human Resources Department Rules.

- E. Leaves of absence (excluding military) may be extended for periods up to two years. After two years, the person's name may be placed on the preferred eligible list for an additional two years. Seniority of persons on leave of absence shall be governed by the Seniority Article of this Agreement.

17. INTERFERENCE WITH WORK

- A. The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.
- B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Association party to this Agreement, except that the City shall not be required to pay the wages of employees who shall refuse to report for and be willing to work on City property. Provided, however, that such refusal shall in no way be detrimental to the public health or safety.

However, the employee cannot be ordered to cross a picket line if such action could result in adverse affect on the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other Associations/Unions.

- C. The City will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this Section.

18. TUITION REFUND

Bargaining unit members may participate in the City's Tuition Refund Program in accordance with the policies as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the Human Resources Officer in their department.

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

1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition and applicable registration fees in seeking a graduate degree from an accredited university.
2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition and applicable registration fees in seeking an undergraduate degree from an accredited university.
3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied toward payment for participation in employee development programs.

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

19. RATES FOR NEW POSITIONS

When the Human Resources Department establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendation for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within the bargaining unit covered by the Agreement, the Association 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 City Council. In the absence of any appeal by the Association within ten working days of the date of the notice to the Association, which notice shall include a statement that the Association has ten days within which to appeal the rate, action on the position will be submitted to the City Council. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate with the proper department or departments and the Labor Relations Division and the matter shall be handled in accordance with the procedure for Special Conference and collective bargaining. If the parties fail to reach an agreement on a new rate within forty-five days after notice is given to the Association, the City may implement its last offer to the Association and any subsequent settlement shall have retroactivity to the date the offer is implemented.

20. SHIFT PREMIUM

A. SHIFT PREMIUM TIMES:

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

The night shift shall be any full-time shift starting between the hours of 7:00 p.m. and 3:59 a.m. inclusive, in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

B. SHIFT PREMIUM PAYMENT:

Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of one dollar (\$1.00) per hour for the afternoon shift and a premium of one dollar and ten cents (\$1.10) per hour for the night shift.

21. OVERTIME

- A. The City has the right to schedule overtime work as required by the City in a reasonable manner. Such overtime shall not be scheduled so as to reduce the work force.

B. TIME AND ONE-HALF OVERTIME:

Salary Rated Employees - Time and one-half (150% of the basic or hourly rate) shall be credited or paid to salary employees as follows:

1. Cash payment for all hours worked over forty in one service week except if such time is worked on a seventh day or a holiday.
2. Cash payment or credit for all hours worked on the sixth day, provided the employee has worked his/her assigned hours in the work week.
3. Cash payment or credit for all hours over eight in one service day except if such time is worked on a seventh day or a holiday.

C. DOUBLE TIME OVERTIME:

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

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

- D. Premium payments shall not be duplicated for the same hours worked.
- E. When an employee works overtime, meal periods and coffee breaks are unpaid time. For employees working in twenty-four hour operations, compensation will be in accordance with past practice.
- F. Except as herein provided, the provisions regarding overtime shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Fair Labor Standards Act.
- G. All time paid under this Contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

22. HOLIDAYS AND EXCUSED TIME OFF

- A. Employees shall be entitled to the following seven holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Employees shall be entitled to three swing holidays in each fiscal year. New employees shall be entitled to the first swing holiday after ninety calendar days and the second swing holiday after 180 calendar days and the third swing holiday after 270 calendar days.

- B. Employees shall receive eight hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the City elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the department head.
- C. An employee shall be eligible for holiday pay or excused time day pay provided he/she shall have received at least eight hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday or excused time day; provided the employee continues on the payroll through the holiday or excused time day in question and would otherwise be qualified for the holiday or excused time day.

For the purpose of this Section, an employee shall be considered off the payroll if he/she is fired, quits, is on a formal leave of absence granted by the Human Resources Department (generally over thirty 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 days.

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted eight (8) hours of excused time on Good Friday effective in the year 2005 or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight hours of excused time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional swing holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "excused time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the department head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.
- H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in work stoppage, which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
- I. If a holiday or excused time day falls on Saturday, it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

- J. If an employee engaged in 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 holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days, he/she shall receive holiday premium.
 5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.
- K. The City 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, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

December 27, 28, 29, 2005

December 26, 27, 28, 2006

December 26, 27, 28, 2007

Any scheduled time off or uses of departmental leave days during these periods shall not be counted against the employees' attendance records nor (except for bonus vacation) adversely affect their benefits.

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

23. TIMEKEEPING

If an employee is required to work overtime because his/her relief is unable to report on time, the employee who works the overtime will be compensated at the overtime rate. Employees who know in advance they will be late are expected to notify their immediate supervisor that they will be late and the estimated time of arrival.

The Department shall have the prerogative to excuse tardiness based upon the circumstances.

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 hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six months. When employees qualify, as above stated, they shall be entitled to five 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 months, they are entitled to five 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% of ten days and rounding the product to the nearest whole number. Thereafter, his/her vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

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

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.
4. Employees who are on extended sick leave of one month or more on any October 1st date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump-sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.
5. 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) of 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% 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 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 100% of their next July 1 vacation. Employees who have attained status for at least twelve 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% of ten days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest 2 day) will be posted to an employee's bank after he/she has accumulated 1,600 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 thirty 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 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 thirty 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 payday falls during an employee's vacation of one week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.
- I. Employees must have two vacation days converted into "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.

25. SICK LEAVE

- A. All employees who shall have completed three months of continuous service shall be granted one day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve sick leave days in any one fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank. All employees must be on the payroll for the entire month to be eligible for sick leave.
- B. Reserve sick leave of five service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1 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.
- 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. **BONUS VACATION**
1. **Fifty day qualifier:** Employees who have accumulated a total of fifty or more unused sick leave days on July 1 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:

**Sick Leave Days Used
In Previous Fiscal Year**

**Bonus Vacation Days
To Be Credited on July 1**

0	6
2 or 1 day	5 ½
1 ½ or 2	5
2 ½ or 3	4 ½
3 ½ or 4	4
4 ½ or 5	3 ½
5 ½ or 6	3
6 ½ or 7	2 ½
7 ½ or 8	2
8 ½ or 9	1 ½
9 ½ or 10	1
10 ½ or 11	½
11 ½ or more	0

2. **Twenty-five Day Qualifier:** Employees who have accumulated a total of at least twenty-five (25) but less than fifty (50) or more 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 according to the following table:

**Sick Leave Days Used
In Previous Fiscal Year**

**Bonus Vacation Days
To Be Credited on July 1**

0 to 2 days	3
2 ½ or 3	2 ½
3 ½ or 4	2
4 ½ or 5	1 ½
5 ½ or 6	1
More than 6	0

This Section shall otherwise be in accordance with Chapter 13, Article 5, Section 1 of the Municipal Code.

- F. 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. Employees assigned to 24-hour, 7-day operations shall be required to call in one (1) hour prior to the start of their shift when requesting a sick day.
- H. The above shall be in accordance with Chapter 13, Article 5, Section 2, of the Municipal Code of the City of Detroit except as modified by this Article.
- I. Employees who have worked on the shift preceding their regular shift shall not be eligible to use sick leave on that day to cover their regular shift, so that if they go home sick at the beginning of their regular shift they shall receive only straight time pay for their work on the preceding shift.

26. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five years.
 2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven years.
 3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen years.
 4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one years.
 5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six years.
 6. The first step of longevity increment shall be \$150. The second step of longevity increment inclusive of the first step, shall be \$300. The third step of longevity increment, inclusive of the first and second steps, shall be \$450. The fourth step of longevity increment, inclusive of the first, second and third steps, shall be \$600. The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be \$750.
- B. Employees who have qualified for longevity pay and have accumulated at least 1,600 hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1.
- No employee will be denied a full longevity payment on December 1 because of a temporary unpaid absence of twenty continuous days or less extending through the December 1 date in question, or because he/she failed to meet the qualifying hours specified in the paragraph above due to being on Workers' Compensation
- C. Employees who first qualify for longevity pay increments in any month after any December 1 date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth thereof for each calendar month or fraction thereof from the previous December 1 date to date of such qualification.

- D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time regular payroll hours of service.
- E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

27. PRIVATE CAR MILEAGE REIMBURSEMENT

A. RATES OF PAYMENT:

When an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the current IRS per mile rate subject to change when that rate changes higher or lower. In addition, \$3.00 per day is to be paid for each day an employee is required to use his/her car for City business.

The City will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by City Council for that purpose.

B. DEFINITION OF REIMBURSABLE MILEAGE:

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of fifteen 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 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. For City employees residing in Detroit and who report for work outside of Detroit on regularly assigned basis the travel allowance shall be as follows:

1. For employees reporting for work at North Service Center - \$5 per day travel allowance.

2. For employees reporting for work at Southwest Station - \$3 per day travel allowance.
3. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.
4. For employees assigned to Lake Huron Station - \$18 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment eighteen months after their assignment to this location.

D. ACCIDENT PAYMENTS:

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50, the City 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 City's regular small claims program.

- E. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be determined by Departmental practices.
- F. 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.
- G. In order to receive mileage reimbursement an employee must actually use an automobile on City business.
- H. Use of personal vehicles for out of town travel shall be in accordance with Budget Directive 98-1: Travel Procedures, as revised September 1998.

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 or memorial service, will be granted three days leave not to be charged to sick leave; provided that such leave will be extended to five 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 days leave under this provision, and the funeral is within 300 miles of Detroit, he/she shall be granted two days to be charged against current sick leave and then reserve sick leave upon his/her request.
- B. **DEFINITION OF IMMEDIATE FAMILY:** The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, stepson, stepdaughter, grandmother, and grandfather.
- C. If a death occurs among the relatives of the employee, the employee will be granted one day leave, not to be charged to sick leave provided he/she attends the funeral. 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 days to be charged against current sick leave and then reserve sick leave upon his/her request.

- D. **DEFINITION OF RELATIVES:** Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. The Association President or his/her designee, with proper notification to the department head, shall be allowed one funeral day, not to be charged to sick leave, in order to attend the funeral of a City employee who was a member of his/her Association on the day prior to his/her death.

29. STATE LICENSING EXAMINATIONS

Provided an employee notifies the Department two weeks in advance of his/her intention to take a State Licensing examination related to his/her occupational series, he/she shall be excused from his/her regular work assignment on the day he/she takes the examination without loss of pay or charge to an off-time bank.

30. JURY DUTY

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

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.
- D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this Contract.
- E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.

- F. Jury duty shall be considered as time worked.
- G. 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. Upon return from jury duty, the City will deduct the amount received or due from such jury duty, less mileage allowance paid for the jury service, from the employee's pay.

31. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

Additional changes to this Article are reflected in the Memorandum of Understanding Re: Alternative Health Care Plan.

- A. The City shall continue to provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87), known as the two-dollar (\$2), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit. Effective July 1, 2006, the co-pay for the Prescription Drug benefit was increased to five dollars (\$5) for generic and fifteen (\$15) for brand name.
- B. The City will pay up to the following amounts per month for hospitalization:

Single person	\$100.06
Two persons	\$238.29
Family	\$253.54

Fifty percent (50%) of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent (50%) shall be paid by the employer. When the City's payroll system has the capability of allowing employees to pay these amounts through the pre-tax IRS Code 125K mechanism, all bargaining unit members shall be entitled to participate.

- C. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.
- D. The City will provide regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87) known as the two dollar (\$2) deductible Drug Rider as provided by City Council in the 77-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For employees who retire (except for vested retirees) on or after July 1, 2006, the co-pay for the Prescription Drug benefit was increased to \$5 for generic and \$15 for brand name.

For persons who retire (except for vested retirees) on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two persons	\$238.29

Fifty percent (50%) of any increase over these amounts shall be paid by the retiree and fifty percent (50%) shall be paid by the City. The City will pay this premium for regular retirees and their spouses only for as long as they receive a pension from the City.

- E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50) per person annual deductible (\$100 for two or more in a family).
- F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll fifty (50) employees City wide, the City shall have the option of removing that plan from the list of eligible plans or programs. Effective with the 1987-88 fiscal year all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

Single Person
Two Persons
Family

- G. The City shall provide for all active employees and their dependents, and duty disability retirees and their dependents, a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a fifty percent (50%) co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a fifty percent (50%) co-pay basis with a \$1,000 life-time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

The City will make available cost-effective alternative dental plans.

Coverage for new hires shall begin on the first of the month following the employee completing six months of service. Coverage ends on the last day of the month that employment ends.

- H. The City will provide Optical Care Insurance through the Employee Benefit Board, such benefit will include case hardened lenses.

Effective July 1, 2005, through June 30, 2006, the City will contribute \$6.42 per month for employees covered by CO/OP Optical and \$6.27 per month for employees covered by Heritage Optical. Optical care enrollments will occur at two (2) year intervals.

Coverage for new hires shall begin on the first of the month following 60 days of service. Coverage ends on the last day of the month that employment ends.

- I. If, during the term of this Agreement, a Federal Health Care Law is enacted, the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangement for funding and providing health care benefits.
- J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Association and City representatives as directed.
- K. The City reserves the right to implement Health Care Cost Containment Programs during the term of the Agreement. Said Cost Containment Program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the 1982-83 base year premiums for coverage listed in paragraph B, the City will pay fifty per cent (50%) of that amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.
- L. Employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable monthly, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

Once an employee elects the cash payment, the employee will not receive hospitalization-medical coverage until the next year's enrollment period. If the employee loses his eligibility for the alternate coverage, the employee, upon submitting appropriate proof of loss of coverage, will be able to resume the City's hospitalization-medical coverage the month following completion of the applicable enrollment forms. The cash payments will cease upon the employee resuming the City's hospitalization-medical coverage.

The City shall have the sole discretion to offer this opt-out provision to current and future retirees who are eligible for the City's hospitalization-medical coverage. This discretion shall extend to the determination of the amount of the cash payment, the method of payment, the eligibility requirements, and the continuance of the opt-out plan itself.

32. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS:

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

1. **MEMBERSHIP:**

Mandatory for regular employees.

2. **CONTRIBUTIONS:**

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

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

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

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

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

A claimant to benefits under this paragraph shall have the right to present any written information in support of the claim which shall become part of the records reviewed by the physician appointed by the 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 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 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/her and the fees of any Medical Board of Inquiry formed.

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 60% of the premium for insurance up to and including \$12,500. The employee shall pay 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. BENEFITS - DEPENDENTS:

<u>Cost to 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:

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

33. RETIREMENT PROVISIONS

- 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 the City Charter and Municipal Code. Employees may retire on or after July 1, 1992, with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

The above paragraph 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. The age requirement shall apply to both the Regular Service Retirement with thirty (30) years of service and the Early Service Retirement (actuarially reduced) with twenty-five (25) or more years of service.

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 City employment shall have ninety (90) days from their last paid date on the City payroll to select this option.

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

Employees who began receiving Income Protection Benefits after July 1, 1992, may convert to this option anytime after they have had twenty-five (25) years of service with the City.

- 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. 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 payment benefit provided for elsewhere in Article 34 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 the Unused Sick Leave On Retirement will be the remaining value of the eligible unused accrued sick leave banks as provided in Article 34.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.

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

- K. 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.

- L. 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.
- M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- O. **Annuity Contribution Amounts:** The City will offer to employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.
- P. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.
- Q. 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."
- R. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

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

34. UNUSED SICK LEAVE ON RETIREMENT

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

Presently, upon retirement, or death with twenty years of service, an employee shall be entitled to payment of sixty percent (60%) of their unused sick leave.

- B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.
- C. At the employee's option, he/she can elect to have up to the amount permitted by law of his/her unused sick leave payment deposited in his/her deferred compensation account with the balance paid to the employee.

35. 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 (MUIA) under the Michigan Employment Security Act.
- B. **SUPPLEMENTAL UNEMPLOYMENT PLAN (S.U.B.)** - Subject to all of the following rules and qualifications, employees shall be entitled to Supplemental Unemployment Benefits.

SECTION 1 - Application for Supplemental Unemployment Benefits

No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this Article. Such an employee shall be considered as an applicant.

SECTION 2 - Eligibility for Supplemental Unemployment Benefits:

An applicant shall be eligible for S.U.B. only if he/she is on layoff from the City with respect to the week for which application is made, and he/she did not work for another employer during such week, and if:

- a) such layoff:
 - 1) was from the bargaining unit;
 - 2) occurred in a reduction in force;
 - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
 - 4) was not self elected.
- b) with respect to such week, the applicant:
 - 1) had sufficient seniority to be eligible for one week's benefit;
 - 2) has registered at and has reported to an employment office of the Michigan Unemployment Insurance Agency as required by the MUIA;
 - 3) has received unemployment compensation from MUIA not currently under protest;

- 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
- 5) has not failed to report for interview within five working days after notice of recall from the City;
- 6) has not failed through any fault of his/her own to report for hire at the employing department within five working days after certification;
- 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
- 8) was not in military service;
- 9) did not receive any unemployment benefit from, or under any Contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any Contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
- 10) must have been on continuous layoff from the City for a period of thirty consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff;
- 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
- 12) must have at least eighteen months total City seniority;

An employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

SECTION 3 - Powers and Authority to the City

The City shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including without limitation the following:

- a. to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this Article.
- b. to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c. to make appropriate determinations pursuant to this Article;
- d. to require an applicant to exhibit his/her MUIA Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MUIA unemployment benefit.

SECTION 4 - Amount of Weekly Supplemental Benefit

An applicant who meets all the eligibility requirements of this Article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of \$45.

SECTION 5 - Duration of Supplemental Benefit

An eligible applicant shall be entitled to one week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six weeks duration for any continuous layoff.

SECTION 6 - Offset for Back Wages

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

36. WORKERS' COMPENSATION

- A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven days; provided, also; that where the employee has off-time banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her off-time banks in an amount sufficient to bring it up to 95% of his/her weekly take-home pay. For the purposes of this Article, take-home pay is defined as gross pay from the City less Social Security deductions, and less federal, state and city income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.
- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine months after they go off the payroll. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.
- E. When an employee receives sick leave pay from the City for a time period for which he/she subsequently receives Workers' Compensation benefits, the resulting overpayment

or underpayment shall be immediately recoverable by the City or employee notwithstanding any limitations set forth elsewhere in this Agreement pertaining to the recovery of overpayments/under payments which are due to payroll error.

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

F. Consistent with the Workers' Compensation Act and current City practices:

1. The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.
2. If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.
3. If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with his/her training and experience and current physical capabilities.
4. While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local Association having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other Association. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
5. Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
6. Employees will be eligible for wage increases granted to their alternate job classification.

7. Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Association.

37. FLEX-TIME

- A. Employees covered by this Agreement shall generally be permitted to arrive at their assigned work stations at any time up to $\frac{1}{2}$ hour before and $\frac{1}{2}$ hour after their designated starting time. Normal quitting time for these employees would be that time following completion of their currently assigned number of work hours for that work day. If an employee's (or employees') presence is required on a specific day at a specific time, the division head may deny said employee or employees the right to fully utilize the above described flex-time system on that day.
- B. In the event problems arise in this flex-time program, the department or operating division shall request a meeting thereon, and the Association President and the Director of Labor Relations and/or his/her designated representative will meet in special conference within fifteen days of notification of the request in order to resolve the problem. Any resulting modifications of the program will be effectuated within thirty days thereafter. Upon approval of the Director of Labor Relations, the City reserves the right to suspend the flex-time system where appropriate based on department needs.

NOTE: The above provision does not apply to employees assigned to a twenty-four hour operation.

38. FRINGE BENEFITS AND WORKING CONDITIONS

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Resolutions and Human Resources Department Rules as adopted by the Civil Service Commission and currently in effect.

39. MISCELLANEOUS

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by 2,080 hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the plan shall be optional with each employee.
- C. The basic step increment schedule for salary classifications will be 5% of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be 2 $\frac{1}{2}$ percent.

Beginning January 1, 2005, and thereafter, any progression within the range ("step increments") shall be based on the most recent evaluation of the Service Improvement Process (SIP) program administered by the Human Resources Department, not to exceed the maximum rate for the classification.

- D. Employee benefits for those employees sixty-five years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g., coordination of Medicare/Medicaid coverage with City hospitalization coverage).
- 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 days prior to making any overpayment recovery.

The correction of the underpayment shall be made within sixty days after notification to the Department's Human Resources Officer.

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

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

40. WAGES

A. GENERAL WAGE INCREASES:

- | | | |
|--|----|---|
| 1. Effective July 1, 2005 | 0% | |
| 2. Effective July 1, 2006 | 0% | |
| 3. Effective July 1, 2007 | 0% | (See MOU RE: Wage Concessions) |
| 4. Effective June 30, 2008, 11:59 p.m. | 4% | No retroactive amounts shall be attributable to any period between July 1, 2005 and June 30, 2008 |

- B. Each employee covered by this Agreement whose minimum and maximum rates are over \$20,000 per year, shall, if these rates fall between even hundred dollar levels, have these rates adjusted to the next higher hundred dollar level.

41. CONTENT

The parties acknowledge that for the life of this Agreement, they have voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

42. SAVINGS CLAUSE

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

43. COOPERATION IN VALIDATION STUDIES

- A. The City and the Association recognize the need for and the responsibility of the Human Resources Department in taking steps to insure that written tests and other selection devices and procedures used in selecting persons for positions in City service be validated, i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.
- B. The Human Resources Department agrees to inform the Association of all validation studies and projects directed toward development of validated tests in which the Association or Association members are asked to participate and, upon request, to meet the Association representatives to discuss any aspects of such studies or projects.
- C. The Association agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Human Resources Department, and to use its good offices to secure the cooperation and participation of Association members in such studies or projects, provided that the Association is assured that such studies or projects will not cause any detriment to the members of the bargaining unit.
- D. All information provided by participating employees shall be kept confidential and used only for the purposes stated in this Article. If sample tests are administered, the anonymity of participants will be maintained by use of code designations.

44. DAMAGED PERSONAL ARTICLES

Payment of employee claims for reimbursements for damages incurred to any personal property will be made in accordance with the provisions of Section 13-1-5 of the Detroit City Code.

- 1. The City will reimburse employees for damaged articles including clothing up to \$50.
- 2. The Finance Director will honor damage claims over \$50 on recommendation for payment by the department head and approval of the City Council.
- 3. The damage must have arisen directly out of the performance of the employee's duties and be in no way attributable to carelessness of the employee.

4. Should the Association contend that their members do not have adequate protective clothing, the matter shall be referred to a Special Conference.
5. Should there be any changes to the Code as regards the monetary amounts specified, such changes shall be applicable to damage claims of bargaining unit members.

45. BULLETIN BOARD

The City agrees to provide suitable space at the Wastewater Plant for a three (3) foot by four foot Association bulletin board. The board shall be used only for the following notices:

- A. Recreational and social affairs of the Association
- B. Association meetings
- C. Association elections
- D. Reports of the Association
- E. Rulings or policies of the Association

Notices and announcements shall not contain anything political or of a libelous nature or that would interfere with the operations of the Department. All notices shall be signed by the Association President or the designated representative.

The Association Representative will promptly remove a notice or announcement from the bulletin board at the request of a member of the administrative or managerial staff of the City. The Association representative may request a meeting to discuss the removal. The meeting will be arranged within five calendar days.

46. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 2008.

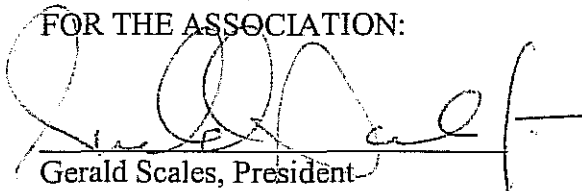
If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 2008.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2008, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten calendar day written notice on or after June 20, 2008.

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

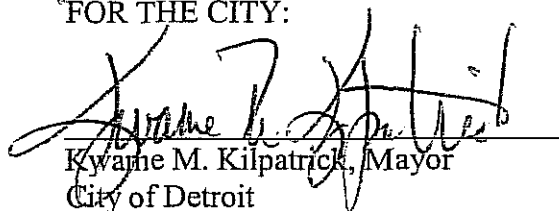
Dated This 1st Day of June 2007

FOR THE ASSOCIATION:

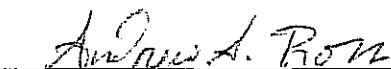
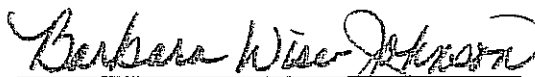
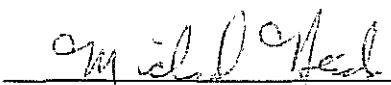
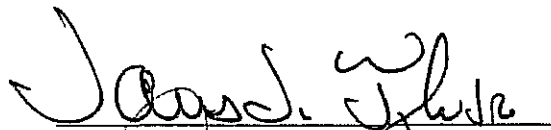


Gerald Scales, President
Detroit Senior Water Systems
Chemists Association

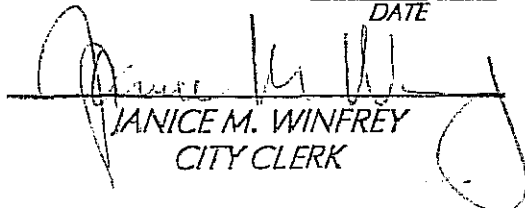
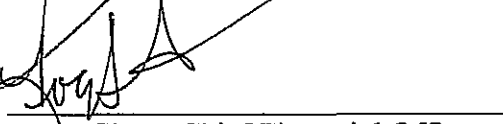
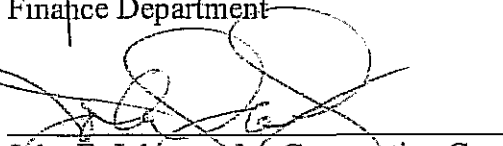
FOR THE CITY:



Kwame M. Kilpatrick, Mayor
City of Detroit


Andrew Ross, Vice-President
Detroit Senior Water Systems
Chemists Association
Barbara Wise-Johnson, Director
Labor Relations
Michael Heide, Secretary
Detroit Senior Water Systems
Chemists Association
James J. Tyler, Jr., Director
Human Resources

APPROVED AND CONFIRMED BY
THE CITY COUNCIL 7-27-07
DATE


JANICE M. WINFREY
CITY CLERK
Roger Short, Chief Financial Officer
Finance Department
John B. Johnson, Jr., Corporation Counsel
Law Department

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
Detroit Senior Water Systems Chemists Association

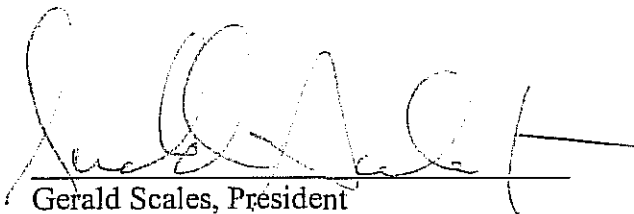
RE: Temporary Placement of Employees into Other Duties/Departments

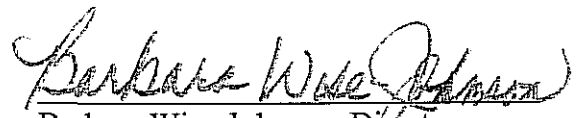
The parties agreed to several initiatives in the 2001-2005 contracts to reduce costs and improve services to the public. One of those initiatives was that a procedure would be instituted to allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations. The parties have agreed to continue this initiative during the 2005-2008 contract period.

1. Limited to moving an employee once per year; thereafter, the employee must have volunteered for additional temporary assignments.
2. The period of a temporary assignment under this language is forty-five (45) days.
3. The employees shall not be required to perform work out of their class.
4. Out-of-class (OOC) opportunities at the "transferred-in" location (TIL) must be preserved.
5. Promotional opportunities at the "transferred-out" location (TOL) must not be lost.
6. If the work at the TIL is an upgrade, the employee gets the OOC rate.
7. The Association must be notified of proposed move, reasons, etc., at least thirty (30) days before the planned move. The City will consider the Association's response to the proposed movement of employees.
8. Any vacation period the moved employee had approved at the TOL will continue to be honored at the TIL.

The parties agree that the details related to the implementation of this governmental operations improvement initiative shall be a proper subject for a Special Conference between the parties.

Dated This 17th Day of June, 2007


Gerald Scales, President
Detroit Senior Water Systems
Chemists Association


Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
Detroit Senior Water Systems Chemists Association

RE: Labor/Management Committee

The parties acknowledge a need to establish a means for a continuing dialogue between management and Association representatives to discuss and resolve matters that are of mutual concern, and to work cooperatively toward improving services, and the effective delivery of such services, to the citizens of Detroit. Accordingly, the parties have agreed to establish a Labor/Management Committee within the Water and Sewerage Department.

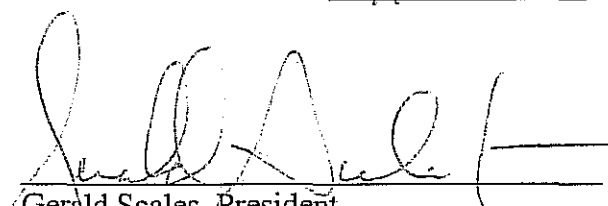
Composition of the Committee shall consist of three members of the Association, one of whom shall be the Association President and three management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Association and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

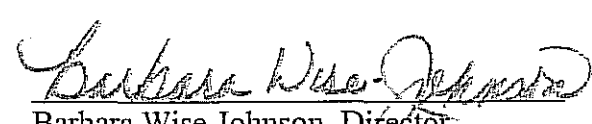
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity, implementing technological changes, and training employees in the department.

When appropriate, and mutually agreed between the parties, the Detroit Senior Water Systems Chemists Association will participate in Labor/Management Committee meetings involving representatives of other City labor organizations. The composition of this multi-Association Labor/Management Committee will be determined at the time of formation of said committee.

The parties agree that to increase effectiveness of Committee discussions, relevant training in specific subject areas should be made available to committee members. Provisions may be made to send selected committee members to seminars, workshops or in-service training.

Dated This 11th Day of June, 2007


Gerald Scales, President
Detroit Senior Water Systems
Chemists Association


Barbara Wise-Johnson, Director
Labor Relations

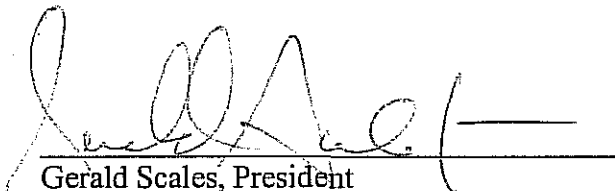
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
Detroit Senior Water Systems Chemists Association

RE: Transfers

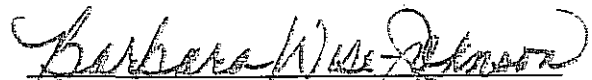
During negotiations, there was considerable discussion between the City and the Association regarding the Association's concern that a mechanism is needed to allow employees an opportunity to transfer between the Wastewater and Freshwater Plants.

As a result of their discussions, the parties agree to meet within three months following ratification of the Labor Agreement to discuss the feasibility of implementing a procedure that would allow employees to transfer between the Freshwater and Wastewater Plants.

Dated This 11th Day of June, 2007



Gerald Scales, President
Detroit Senior Water Systems
Chemists Association



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
Detroit Senior Water Systems Chemists Association

RE: Precedence of ADA & MHCRA Obligation to Disabled Persons

WHEREAS the CITY OF DETROIT and the Detroit Senior Water Systems Chemists Association have become subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, on July 26, 1992; and

WHEREAS provisions of the Michigan Handicappers' Civil Rights Act (MHCRA) although already applicable, were not enacted prior to the negotiation of any present or prior labor agreements between the parties; and

WHEREAS these pieces of legislation are new comprehensive civil rights acts providing for non-discrimination of persons who, in accordance with the standards and contents of said acts, are disabled and yet fully-qualified to perform applicable City jobs; and

WHEREAS these acts impose new obligations upon the CITY OF DETROIT and the Association with regard to employment-related interaction with such covered persons and the ADA specifically proscribes any precedence for labor contract provisions contrary to that Act; and

WHEREAS the full impact of the legislation's application to CITY OF DETROIT employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties, cannot be fully determined at this time; and

WHEREAS the congressional history surrounding the ADA's enactment and the subsequent EEOC-written Federal Regulations issued to assist in its implementation and enforcement, specifically recognize that many critical determinations to be made concerning compliance will be on a case-by-case basis; and

WHEREAS the congressional history of the EEOC-written Federal Regulations also encourage employers and labor Associations to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;

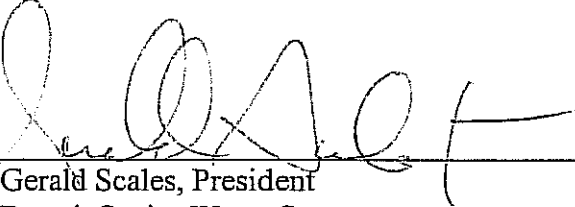
NOW THEREFORE in recognition of the forestated obligations and anticipated uncertainties attendant the MHCRA, and the ADA in particular, the parties hereby agreed that:

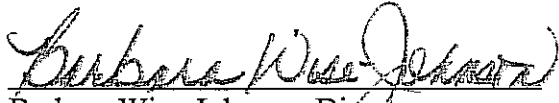
1. They were obliged to and have hereby abandoned or amended any provisions contained in prior agreements and past acceptable employment practices which would now be contrary to the provisions of the subject Acts.

- 2a. The language in contract Articles entitled: Purpose and Intent; Management Rights and Responsibilities; Affirmative Action; Seniority; Transfers and Promotions; Leaves of Absences; Workers' Compensation; and Grievance Procedure is subordinated to the contents of this Memorandum and references within those Articles, if any, which refer specifically to the ADA and the MHCRA or to non-discrimination of qualified disabled persons generally, have been made to allow the City to fully effectuate the mandates of the said non-discrimination Acts.
- 2b. In addition to those instances where specific references have been made to the precedence of the accommodation obligations of the Acts, it is also agreed that the general language contained in the balance of the agreement shall not be construed to negate the otherwise clear intention to provide the accommodations called for as a consequence of the contents of this Memorandum and said specific references cited in the preceding subparagraph 2(a).
3. The various provisions of this Memorandum and those cited in paragraph 2(a) will be liberally construed in favor of empowering the City of Detroit to make employment decisions that carry out the goals of the Act.

In recognition of the case-by-case determinations that will have to be made in order to sometimes accurately know what the ADA requires be done in a given situation, the City, so long as it acted in good faith in its initial actions, shall be allowed to make, without liability or penalty, those after-the-fact adjustment to employment decisions which are later determined to have actually been required at the initial time of action so as to effectuate the requirements of the Act.

Dated This 1st Day of June, 2007


Gerald Scales, President
Detroit Senior Water Systems
Chemists Association


Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION

RE: Service Improvement Process (SIP) for Bargaining Unit Members

The Work Performance Program for awarding annual pay increases within the pay range to employees in selected classifications in Detroit Senior Water Systems Chemists Association as set out in the 1998-2001 Collective Bargaining Agreement was continued through the 2003 calendar year.

During the 2004 calendar year, *baseline* performance standards shall be established for employees in all classifications in the bargaining unit. The performance cycle shall begin on their 2004 classification anniversary date and end on the employee's classification date in 2005.

Beginning with the employee's performance evaluation classification anniversary date in 2005, any movement within the pay range ("step increments) for every classification in the bargaining unit shall be based on the evaluation of work performance that occurred during the preceding twelve (12) month performance cycle.

All performance standards and evaluation shall be in accordance with the Service Improvement Process (SIP) coordinated by the Human Resources Department.

General Description of the SIP: The general elements of the SIP are as follows:

1. Employee baseline performance criteria are to be established by supervisors through a face-to-face discussion with the employee. This may include one or more performance criteria, which are pre-defined in the SIP and apply to all employees in the classification. Each of the work performance criteria will be assigned an activity weighting (percentage) and the total for all criteria will equal one-hundred percent (100%).
2. At the end of the evaluation period (12 months), the employees will meet with the supervisor and be rated by their supervisor on each of the performance criteria in accordance with the following:
 - a. Exceeds Expectations 3 points
 - b. Meets Expectations 2 points
 - c. Needs Improvement 1 point
 - d. Unsatisfactory Performance 0

If the supervisor rates an employee on a performance criterion as Exceeds Expectations, Needs Improvement or Unsatisfactory Performance, he/she must explain such rating in the Comments section of the evaluation form.

- For each performance criteria, the rating will be multiplied by the activity weighting to produce Performance Points for each performance criterion. The Performance Points for all performance criteria would be added to produce the Summary Evaluation Rating. Employees will receive pay increases based on their Summary Evaluation Ratings in accordance with the following matrix:

<u>Summary Evaluations</u>	<u>Rating</u>	<u>Pay Increase*</u>
Exceeds Expectations	260 - 300	6%
Meets Expectations	180 - 259	5%
Needs Improvement	100 - 179	2%
Unsatisfactory	0 - 99	0%

*Not to exceed maximum for the class

- Employees will be evaluated within the forty-five (45) calendar day period prior to their “anniversary” date which is the date they were first hired or promoted to the class. All pay increases resulting from the evaluation will be effective at the beginning of the next quarter.
- Supervisors will be held accountable for conducting timely evaluation meetings with employees and completing timely performance evaluation documents. Failure of management to conduct timely meetings or complete required documents shall result in affected employees receiving a standard five-percent (5%) pay increase retroactive to the beginning of the quarter.
- All employees who disagree with some or all of the ratings they received on the performance criteria may present their reasons in writing, which shall be attached to the performance evaluation form in the employee’s department personnel file.

Those employees who received a Summary Evaluation Rating of “Needs Improvement” or “Unsatisfactory” may submit a written appeal to the Department Director stating why the employee believes the summary evaluation rating is erroneous or improper. The department director shall investigate the matter and submit a written answer to the employee. If the matter is not resolved, the employee may forward his appeal to the department’s Human Resources Office and a Review Panel will be scheduled to hear the employee’s appeal.

Operation of the Review Panel

Department management and the Association will each submit the names of ten (10) persons who can be called upon to serve on the Review Panel. They are to be persons familiar with work performed by bargaining unit members. For such appeal, two (2) persons will be selected from each of the lists on a random basis. However, no person who is currently an immediate supervisor of the appellant or a co-worker in the same work unit as the appellant can serve on the Review Panel for that appellant. A staff member of the Human Resources Department shall serve as chairperson for the Review Panel.

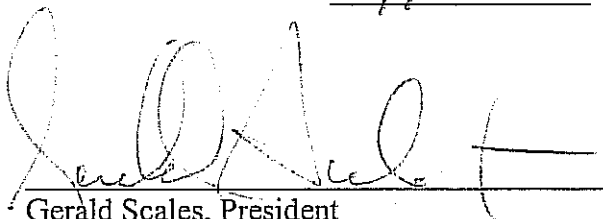
All Review Panel members are expected to objectively and fairly review the case before them. After giving both the employee and the evaluating supervisor the opportunity to present their cases, the members of the Review Panel will discuss the matter and then the Panel (excluding the chairperson) shall take a secret vote, i.e., whether or not the employee's Summary Evaluation Rating should be changed. If the vote produces a majority, the issue is decided; if the vote produces a "tie", the chairperson's vote shall break the "tie". The decision of the Review Panel shall be final.

7. Special Circumstances: Appropriate action will be taken in the following circumstances:

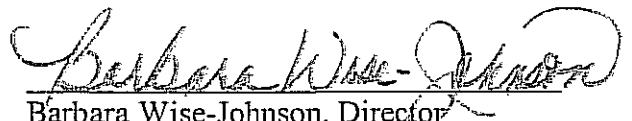
- Where an employee has more than one supervisor during the twelve (12) month evaluation period, the employee shall be evaluated by the employee's current supervisor but shall receive input from the employee's prior supervisors, and all contributing supervisors shall sign the evaluation form.
- If an employee is disciplined during the evaluation period, but the discipline is subsequently rescinded and the employee "made whole", his/her performance ratings will be reviewed and if the discipline significantly affected those ratings, the employee's Summary Evaluation Rating will be adjusted and the employee awarded the proper pay increase retroactive to the date it was due.
- If an employee has filed a complaint against his/her supervisor alleging harassment or discriminatory treatment, the department director will review the complaint and may direct that the employee's performance appraisal shall be done by an alternate supervisor familiar with the employee's work assignments and job performance.

8. The Summary Evaluation Ratings and other SIP documents cannot be used as the reason to discipline employees, but may be used as evidence of notification to the employee of his/her unacceptable work performance. Moreover, *Unsatisfactory* or continued *Needs Improvement* ratings on work performance criteria indicates that performance improvement is necessary and reflects work deficiencies or unacceptable work habits on the job. Management can continue to take disciplinary action consistent with just cause and department work rules for instances of poor performance and misconduct on the job.

Dated This 11th Day of June, 2007



Gerald Scales, President
Detroit Senior Water Systems
Chemists Association



Barbara Wise-Johnson, Director
Labor Relations

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION**

RE: Wage Concessions

The parties enter into this agreement for the purpose of reducing the number of regular pay hours of the membership by 10% during the temporary period July 17, 2006, through July 15, 2007. The regular pay workweek will be changed from forty (40) hours to thirty-six (36) hours during the period. Appropriate other contract changes consistent with this regular pay hours are also being agreed to and implemented. All of these changes are entirely temporary and shall immediately revert to their original state at the conclusion of the temporary period.

WORK WEEK, WORK DAY, SHIFT PREMIUM

Effective July 17, 2006, through July 15, 2007, the regular workweek of the Association membership shall be reduced from 40 hours to 36 hours or from 80 hours to 72 hours. Work schedules reflecting this reduction shall be established at the discretion of the department based on operational needs. The Department will provide the Association with advance notice regarding work schedules impacting bargaining unit members. Further, the Association may request to meet with departmental representatives in Special Conferences regarding such matters.

Hourly employees shall be scheduled for thirty-six (36) hours of work per week or seventy-two (72) hours in a two week work period, and be paid accordingly. Salaried employees shall continue to have their equivalent hourly rate determined by dividing their salary by 2080 hours but shall be scheduled and paid for only seventy-two (72) hours per two week pay period.

Departments shall have the option of implementing the following work schedules:

- One eight (8) hour and four (7) seven hour days for a total of thirty-six (36) hours per payroll week.
- Four (4) nine (9) hour days for a total of thirty-six (36) hours per payroll week. The first scheduled off day shall be designated as the "fifth day", the second as the "sixth day", and the third as the "seventh day."
- Four (8) eight hour days and one four (4) hour day for a total of thirty-six (36) hours per payroll week.
- Nine eight (8) hour days in a two-week pay period, for a total of seventy-two (72) hours per pay period. In the week where the employee is scheduled for thirty-two (32) hours, the first scheduled off day shall be designated as the "fifth day", the second as the sixth day", and the third as the "seventh day."

Employees who currently receive forty hours of pay but who are scheduled to work less than forty hours per week shall be scheduled for thirty-six (36) hours per week and receive thirty-six (36) hours of pay, inclusive of the lunch period. In order for the employee's lunch period to be included in his/her workday, the employee must actually work five and one-half (5 ½) hours on the day.

OVERTIME

If an employee is scheduled to work less than forty (40) hours in a work week, overtime for that work week shall not be payable until the employee works forty (40) hours in that work week. For employees working a four, nine (9) hour day schedule, daily overtime will not begin until after the employee works their scheduled nine (9) hours for that day. All other overtime provisions shall remain as is.

RETIREMENT

The temporary period of reduced regular wages shall not be recognized for pension computation purposes and appropriate calculations will be made to have any pension benefits equal the same amount the member would have earned had his or her regular pay not been temporarily reduced.

Employees who retire during this period shall continue to have their vacation, swing holiday and compensatory time banks run-out in forty (40) hour per week increments.

VACATIONS

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the 10% hours reduction.

SICK LEAVE

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the 10% hours reduction.

LONGEVITY PAY

The minimum number of hours needed to qualify for this pay is proportionally reduced.

WORKERS' COMPENSATION

Employees who are working a 10% reduced work period at the time that they go off on Workers' Compensation shall have their formula for supplementation out of their sick leave banks calculated upon 100% of their take-home pay under the reduced hours work week.

HOLIDAYS AND EXCUSED TIME DAYS

The work schedules established by the departments to reflect the reduced work week shall be structured as follows:

One eight (8) hour day, four, seven (7) hour days per work week

In those weeks in which a holiday or excused time day occurs, the work day designated as the eight (8) hour day shall be the holiday or excused time day. When two holidays or excused time days occur in the same work week, the holiday shall be designated as the eight (8) hour day and the excused time day as the seven (7) hour day.

Four nine (9) hour days per work week

When a holiday falls on an employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day.

Four eight (8) hour days and one four (4) hour day per work week

The employee's four (4) hour work day shall not be scheduled on a holiday or excused time day.

Nine (9) eight (8) hour days per two (2) week pay period

When a holiday falls on an employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day. However, the department shall have the right to schedule the employee's "fifth day" so as to not fall on a holiday or excused time day.

In the above-described work schedules, if an employee is required to work either a holiday or an excused time day, payment for such days shall be in accordance with the Master Agreement.

BANKED PAID OFF TIME (Vacation time, Sick time, Compensatory time, Swing Holidays)

Employees shall continue to accrue banked paid off time in accordance with the Master Agreement. When utilizing paid off time, an employee's banks will be charged with the appropriate number of hours to cover the day or days off.

NON-BANKED PAID OFF TIME (Funeral Leave, Jury Duty, Association Business)

When utilizing non-banked paid off time, an employee will receive payment for the number of hours he or she was scheduled to work on that day(s).

COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT

It is the City's goal and commitment to the Sr. Chemist Association to achieve a 10% reduction in scheduled work hours with all of our labor organizations. However, due to circumstances such as providing essential services to the public which must be delivered in an immediate manner, services that must be provided on a twenty-four (24) hour seven (7) day per week basis, or Act 312 status, it may not be possible to implement a 10% reduction in hours without severely impacting the service to, or jeopardizing the safety of, the public.

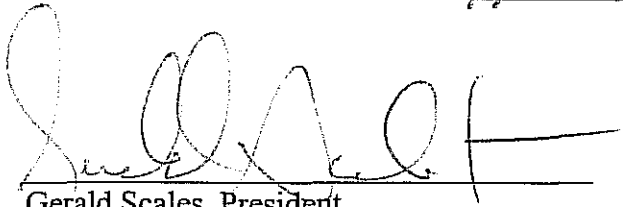
Employee who have previously taken the 10% reduction in scheduled hours and transferred or promoted into the SWSCA bargaining unit and have completed a full year of reduced hours will not be subject to the 10% reduction as described herein.

The City further agrees that should the City reach an agreement with another non-Act 312 labor organization on a health care benefit plan that is more advantageous to the employee, such plan will be implemented for members of this Association. Lastly, the City agrees that with respect to the complete terms of this Wage Concession Memorandum, this labor organization will not be disadvantaged as a result of a subsequent Wage Concession Memorandum agreement reached with any other non-Act 312 bargaining unit.

LAY-OFFS DURING THE CONCESSION PERIOD

The City agrees that during the period that the wage concession agreement is in effect (July 1, 2006 through June 30, 2007), no bargaining unit employee who is on the payroll as of the date the City receives written notification that the "Tentative Agreement" has been ratified by the Association membership will be laid off from City employment. However, the City reserves the right to reduce the work force for lack of work or lack of funds, or were such continuation of work would be wasteful or unproductive. In such instances employees will be reassigned or transferred to other positions within their department or other City departments in accordance with the Master Agreement and Human Resources Rules. Excluded from this "no layoff guarantee" are normal and customary seasonal layoffs, and positions lost due to the termination of resources for grant-funded positions or for the occurrence of conditions beyond the control of the City.

Dated This 11th Day of June, 2007.



Gerald Scales, President
Detroit Senior Water Systems
Chemists Association



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION

RE: City Alternative Health Care Proposal

1. This "City Alternative Health Care Plan" is conditioned upon the City achieving the specific cost saving objectives professionally-estimated and calculated to result from the implementation of all of the features contained in this proposal and based on beginning at the of the FY 2006 – 2007 benefit year. The health care benefit plan changes specified in the attached document will be effective, July 1, 2006. It is understood that the open enrollment may not be held prior to but, will be held as soon possible to allow employees the opportunity to switch to other plans and/or add dependents. The attached "Alternative City Health Care Proposal" must be TA'd through the negotiation process and ratified by the union membership in sufficient time to meet a July 1, 2006 implementation schedule.
2. **Contribution Structure:** Effective with the coverage plan year beginning July 1, 2006, the employee's contribution towards the component premiums (i.e., one person, two persons, family), for the BC PPO plan shall be capped at 10% of the monthly premium, and for all HMO plans capped at 20% of the monthly premium. If the Blue Cross/Blue Shield Traditional plan as modified by the new plan design, continues to be offered as an option, it will be offered under the current premium sharing arrangement.
3. Effective with the Family Continuation Verification Period for the coverage plan year beginning July 1, 2006, in addition to the existing family continuation requirements, employees insuring family continuation dependents must also provide proof that the dependent is enrolled in an accredited school as a full-time student in order for that dependent to be eligible for continued coverage.
4. Employees insuring sponsored dependents under any plan shall continue to pay the entire premium for this coverage.
5. Effective with the coverage plan year that begins on or after July 1, 2006, in order to be eligible for coverage under all City of Detroit health care plans, all active employees and their dependents who are eligible for Medicare due to certain medical conditions as defined by Medicare must enroll in Medicare Parts A and B.

Such enrollment in Medicare shall not result in any reduction in benefits or additional cost to the employee, in that the employee shall be reimbursed that amount paid for Medicare after submission of required proof of payment. (This benefit does not apply to retirees or dependents covered under the City retiree's health care contract. Currently, all retirees and their dependents who are eligible for Medicare regardless of age must enroll in Medicare Parts A and B at their own expense to be eligible for continued coverage, and this provision shall remain unchanged and applicable to all persons who retire in the future.)

6. Effective with the implementation of the new HR/Payroll and Benefit System:
- A. Health care and life insurance coverage start and end dates shall be as follows:

Hospitalization: Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

Dental: Coverage begins on the first of the month following the employee working six months, and ends on the last day of the month that employment ends.

Optical: Coverage begins on the first of the month following 60 days of service, and ends on the last day of the month that employment ends.

Life Insurance and Death Benefit: Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

- B. **Supplemental Life Insurance Coverage:** Employees may opt for additional coverage up to either their actual salary or double their actual salary, rounded up to the nearest thousand. This would replace the Option 1 and Option 2 schedules for additional life insurance found in the Death Benefit and Life Insurance article of the Master Agreement.
- C. **Opt-Out Program:** Employees will receive a monthly stipend.
- D. **Pre-Tax Medical Premiums:** The employee's share of medical premiums will be shown and paid on a pre-tax basis.
- E. **Employee Payroll Deductions:** Payroll deductions will be taken out equally during every pay cycle.

In addition to the above noted provisions, the parties will continue to work collaboratively toward establishing cost saving measures for medical, dental, optical and life insurance plans as well as resolve issues that may arise with the implementation of the new HR/Payroll and Benefit System.

BCBSM PPO Plan				
Plan Design	In-Network Benefits		Out-of-Network Benefits	
	Current Plan	Alternative Plan	Current Plan	Alternative Plan
General Plan Information				
Annual Deductible/Individual	\$0	\$175	\$250	\$425
Annual Deductible/Family	2x individual deductible	2x individual deductible	2x individual deductible	2x individual deductible
Coinsurance (Outpatient only)	100%	90%	80%	70%
Office Visit/Exam	\$5 copay	\$10 copay, then 100%	D&C	D&C
Outpatient Mental Health/Substance Abuse	90%/50%	90%/50%	80%	70%
Annual Out-of-Pocket Limit/Individual	None	\$1,000	\$1,000	\$2,000
Annual Out-of-Pocket Limit/Family	None	\$2,000	\$2,000	\$4,000
Prescription Drug Benefits Retail				
Generic	\$5	\$5	75% less copay	Not Covered
Brand (Singlesource/Formulary)	\$10	\$15	75% less copay	Not Covered
Brand (Multisource/Non-formulary)	\$10	\$15	75% less copay	Not Covered
Number of Days Supply	30 days	30 days	30 days	30 days
Mail Order				
Generic	\$5	\$10	Not covered	Not Covered
Brand (Singlesource/Formulary)	\$10	\$30	Not covered	Not Covered
Brand (Multisource/Non-formulary)	\$10	\$30	Not covered	Not Covered
Number of Days Supply for Mail Order	90 days	90 days	90 days	n.a.

BCN, HAP and THC HMO Plans		
Plan Design	Current Plan	Alternative Plan
General Plan Information		
Office Visit Copay	None	\$ 10 Copay
Inpatient Admission Copay	None	None
Emergency Copay	None	\$ 75 Copay, then 100%
Urgent Care Copay	None	\$10 Copay
Outpatient MH/SA Copay	None	\$10 Copay
Prescription Drug Benefits Retail		
Generic	\$3	\$5
Brand (Single source/Formulary)	\$3	\$15
Brand (Multi-source/Non-Formulary)	\$3	\$15
Number of Days Supply	30 days	30 days
Mail Order		
Generic	\$3	\$10
Brand (Single source/Formulary)	\$3	\$30
Brand (Multi-source/Non-Formulary)	\$3	\$30
Number of Days Supply for Mail Order	90 days	90 days

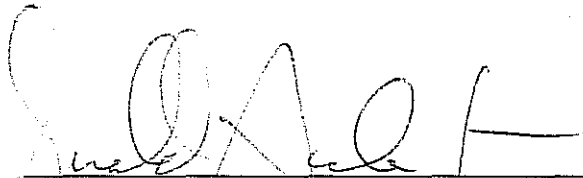
BCBSM Traditional Plan		
Plan Design	Current Plan	Alternative Plan
General Plan Information		
Annual Deductible/Individual	\$50	\$175
Annual Deductible/Family	2x individual deductible	2x individual deductible
Office Visit/Exam	80%	80%
Outpatient Specialist Visit	100% first 6 visits, then 50%	100% first 6 visits, then 50%
Annual Out-of-Pocket Limit/Individual	\$1,000	\$1,000
Annual Out-of-Pocket Limit/Family	\$2,000	\$2,000
Lifetime Plan Maximum	\$1,000,000	\$1,000,000
Inpatient Hospital Services		
Inpatient Hospitalization	100%	100%
Semi-Private Room & Board; Including Services and Supplies	100%	100%
Emergency Services	100%	\$75 copay then 100%
Urgent Care	100%	80%
Hospital Admission Deductible	None	None
Prescription Drug Benefits		
Retail		
Generic	\$3	\$5
Brand (Singlesource/Formulary)	\$3	\$15
Brand (Multisource/Non-Formulary)	\$3	\$15
Number of Days Supply	30 days	30 days
Mail Order		
Generic	\$3	\$10
Brand (Singlesource/Formulary)	\$3	\$30
Brand (Multisource/Non-formulary)	\$3	\$30
Number of Days Supply for Mail Order	90 days	90 days

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION**

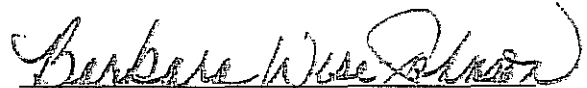
RE: Shift Scheduling

1. The City and the Association will review departmental policy, which currently require rotating shifts. If the parties can agree that a more productive schedule can be established without an increase in cost, the City will take the steps necessary to implement such schedules on a pilot program for one year. After one year management and the Association will meet to evaluate the pilot program.
2. Employees will be allowed to submit shift preferences within locations for management's review for any new work schedules established.
3. For the purpose of this MOU, 9300 W. Jefferson and 9401 W. Jefferson shall be considered two separate work locations.

Dated This 1st Day of June, 2007.



Gerald Scales, President
Detroit Senior Water Systems
Chemists Association



Barbara Wise-Johnson, Director
Labor Relations

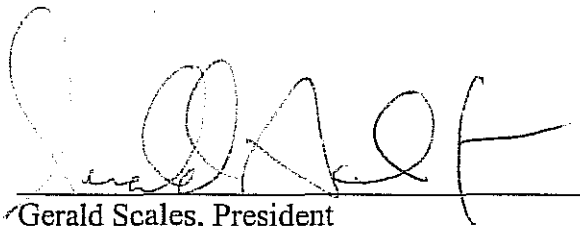
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
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DETROIT SENIOR WATER SYSTEMS CHEMISTS ASSOCIATION

RE: Summer Vacation Requests

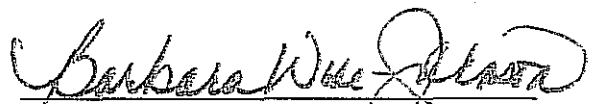
Per a Special Conference between the Senior Water Systems Chemist Association (SWSCA) and the Assistant Director, Water Supply Operations, the following agreement was made regarding summer vacation requests for SWSCA members assigned to the five water treatment plants.

“Vacation requests for five or more consecutive days working days, for the months of June through September, will be reviewed and approved based on seniority on March 1st of each year. Requests should be submitted to your supervisor no later than February 28th. No vacation request meeting the above criteria will be granted prior to March 1st, regardless of how far in advance it was submitted. Subsequent requests will be reviewed and approved on a first come first served basis.”

Dated This 11th Day of June, 2007.



Gerald Scales, President
Detroit Senior Water Systems
Chemists Association



Barbara Wise-Johnson, Director
Labor Relations

EXHIBIT I

2005-2008 WAGE SCHEDULE

Class Code	Classification	Effective 7/1/05 6/30/08	Effective 6/30/08 4% Increase @ 11:59 PM
25-40-45	Senior Water Systems Chemist	\$51,100 - \$56,100	\$53,200 - \$58,400
25-42-41	Senior Microbiologist	\$50,200 - \$54,200	\$52,300 - \$56,400
25-60-41	Senior Analytical Chemist	\$50,200 - \$54,200	\$52,300 - \$56,400

Represents employees in the Detroit Water and Sewerage Department ONLY in the classifications listed above.

This document represents pay rates resulting from wage increases negotiated in this labor agreement. See the Official Compensation Schedule for official pay rates.

EXHIBIT II
2005 - 2008 HOLIDAY SCHEDULE

HOLIDAY	2005 - 2006	2006 - 2007	2007 - 2008
Independence Day	Monday, July 4, 2005	Tuesday July 4, 2006	Wednesday, July 4, 2007
Labor Day	Monday, September 5, 2005	Monday, September 4, 2006	Monday, September 3, 2007
Election Day	Tuesday, November 8, 2005	Tuesday, November 7, 2006	(Extra Swing Holiday)
Veterans Day*	Friday, November 11, 2005	Friday, November 10, 2006	Monday, November 12, 2007
Thanksgiving Day	Thursday, November 24, 2005	Thursday, November 23, 2006	Thursday, November 22, 2007
Day After Thanksgiving*	Friday, November 25, 2005	Friday, November 24, 2006	Friday, November 23, 2007
Christmas Eve (eight hours)*	Friday, December 23, 2005	Friday, December 22, 2006	Monday, December 24, 2007
Christmas Day	Monday, December 26, 2005	Monday, December 25, 2006	Tuesday, December 25, 2007
New Year's Eve (eight hours)*	Friday, December 30, 2005	Friday, December 29, 2006	Monday, December 31, 2007
New Year's Day	Monday, January 2, 2006	Monday, January 1, 2007	Tuesday, January 1, 2008
Martin Luther King's Birthday	Monday, January 16, 2006	Monday, January 15, 2007	Monday, January 21, 2008
Good Friday (eight hours)*	Friday, April 14, 2006	Friday, April 6, 2007	Friday, March 21, 2008
Memorial Day	Monday, May 29, 2006	Monday, May 28, 2007	Monday, May 26, 2008

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

NOTE: 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.