

EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff

Case No. 77-71100

v.

Hon. Sean F. Cox

CITY OF DETROIT, ET. AL.,

Defendants

GEORGE B. WASHINGTON (P 26201)
JOYCE P. SCHON (P73362)
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DECLARATION OF SUSAN GLASER

Susan Glaser declares under the pains and penalties of perjury the following facts:

1. I am the elected President of the Senior Accountants, Analysts and Appraisers Association (SAAA). I was first elected President in May 2010. Before that I served for many years as the elected Executive Vice President of the SAAA.
2. I am employed by the City of Detroit as a Senior Governmental Analyst. I have worked for the City of Detroit since November 1977 and have an adjusted seniority of 33 years.

3. The SAAA has approximately 300 members, almost half of whom work in the Detroit Water and Sewerage Department (DWSD).
4. The SAAA is an unaffiliated labor union that represents employees in the City of Detroit. For decades, it has been party to its own Master Agreement with the City of Detroit.
5. At DWSD, the SAAA contract covers employees who work as Accountants, Data Processing Technicians, Data Processing Equipment Operators, Governmental Analysts, Data Processing Programmer Analysts, Drafting Technicians and Purchasing Agents, and in similar classifications.
6. Under the SAAA-City Master Agreements, the SAAA has bargained on a city-wide basis and had achieved city-wide seniority, bumping and transfer rights.
7. In the last collective bargaining negotiations, the City and the DWSD representatives never suggested that city-wide bargaining or city-wide seniority had any effect on the City's ability to comply with the Clean Water Act.
8. I also never heard that any party had asked the Court to invalidate all or any portion of the SAAA contract or its bargaining rights in order to assure compliance with the Clean Water Act.
9. I had heard of occasional reports filed by various officials in this case alleging that one or another City personnel practice was decreasing the efficiency of plant operations. I never heard that any of these practices involved the classifications represented by the SAAA and never thought they applied to those classifications.
10. No member of the Root Cause Committee has ever contacted me or, to my knowledge, any other officer of the SAAA regarding any contractual provisions or practices that had any impact on the City's ability to comply with the Clean Water Act.

11. I first learned of the DWSD Draft Report and the Root Cause Committee's Plan of Action when I learned of this Court's order through the media.
12. I immediately contacted counsel for the SAAA regarding this Order because none of its provisions have anything to do with providing clean water and all of them will have a serious impact on the employment and employment rights of our members.
13. The SAAA objects to paragraphs 1 and 3 through 13 on pages 6 and 7 of this Court's November 4 Order.
14. The SAAA particularly objects to paragraph 3's decree that the DWSD should be excluded from the city-wide collective bargaining agreement and that the SAAA should have a separate collective bargaining contract with the DWSD.
15. The City and the SAAA have bargained on a city-wide basis for over four decades and splitting the union in two for no reason will obviously weaken the union for many years to come.
16. The City apparently claims the need for separate DWSD bargaining because the City's own Personnel Department cannot properly evaluate jobs or post vacancies.
17. There is no basis for denying three hundred employees their rights because the City cannot get its own Personnel Department to do its job.
18. Moreover, depriving employees of City-wide seniority, transfer, promotion and bumping rights will have an enormous detrimental effect on employees' ability to earn a living. For some senior employees, ending inter-departmental bumping will mean they may have no job at all in an extremely difficult economic situation.
19. Similarly, denying us the ability to challenge subcontracts will do nothing to improve water quality but will impact the ability of our members to continue working.

20. Likewise, depriving us of the ability to negotiate over job classifications and of the right to enforce reasonable distribution of overtime and reasonable promotional criteria will deprive our members of rights and income. It will also not result in any increase in efficiency at the DWSD.
21. As is apparent from the Court's Order, the Court did not even take evidence on what the effect of any of these provisions was in general or in the SAAA in particular before deciding to summarily eliminate them.
22. The Court obviously accepted management's word on these issues without any consideration of the evidence.
23. Coupled with the Court's Order enjoining the Wayne County Circuit Court and the Michigan Employment Relations Commission from exercising jurisdiction over disputes arising from the changes ordered by Judge Cox, this Court's Order is an attempt to leave the SAAA defenseless against City management for no reason other than that management requested such relief.
24. The SAAA vigorously objects to being stripped of its right to defend its collective bargaining rights and collective bargaining rights under City ordinances, the City charter and state law.

I swear to and subscribe to the above Declaration under the pains and penalties of perjury. Executed in Detroit this 22d day of November 2011.



SUSAN GLASER
~~EXECUTIVE VICE~~ PRESIDENT, SENIOR
ACCOUNTANTS, ANALYSTS AND
APPRAISERS' ASSOCIATION