

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

YPSILANTI COMMUNITY UTILITIES AUTHORITY

AND

LOCAL 3451

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(AFL-CIO)

September 1, 2022 – August 31, 2025



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PREAMBLE

This Contract, entered into between the Ypsilanti Community Utilities Authority, Washtenaw County, Michigan, hereinafter referred to as the Employer, and American Federation of State, County, and Municipal Employees (AFSCME) Council 25, Local 3451, affiliated with AFSCME International Union, AFL-CIO, hereinafter referred to as the Union, is for the general purpose of setting forth the agreements between the Employer and the Union, and to promote orderly, peaceful and positive labor relations for the mutual interests of the Employer and the Employees' Union.

ARTICLE 1 - EMPLOYER'S RIGHTS

- A. The Employer retains the inherent right to do all acts and things, and exercise all powers vested in it by law, and to determine the methods and procedures of work and materials and equipment to be used. Further, the Employer retains the inherent right and authority to select, direct, adjust, increase and decrease the working force, and to maintain discipline, including suspensions from work and discharge of employees for just cause. Further, the Employer retains all rights to establish and revise reasonable rules and regulations for the purpose of maintaining order, safety, and efficient operation of the Ypsilanti Community Utilities Authority and the functions thereof, and to exercise any and all other rights and privileges except as hereinafter specifically limited by the terms and conditions of this Contract.
- B. None of the foregoing rights set forth shall be exercised in any manner which is inconsistent with any of the other specific provisions of this Contract.

ARTICLE 2 - RECOGNITION

- A. The Employer does hereby recognize Local 3451 of the American Federation of State, County, and Municipal Employees, AFL-CIO, as the exclusive agent for all employees of the Employer except those members of Teamster Union Local 214 bargaining unit, executive employees, and confidential employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, fringe benefits and other conditions of employment.
- B. Excluded positions as of 9/1/2021 shall include the following:
 - Elected Officials
 - Appointed Officials
 - Executive Director
 - Assistant Director
 - Directors of Operations-Maintenance, Service, Wastewater/Compliance
 - Chief Compliance Officer
 - Finance Director
 - Human Resources Director
 - Health and Safety Manager
 - Human Resource Manager
 - Human Resource Administrative Assistant
 - Executive Administrative Assistant
 - Water System Supervisor

Wastewater Treatment Supervisor
Transmission and Distribution Supervisor
Maintenance Supervisor
Compliance Supervisor
Foreman Positions-Transmission and Distribution Foreman, Meter Foreman,
Wastewater Treatment Foreman
Project Supervisor
Customer Service Manager
Administrative Manager
Engineering Manager
Engineer
Chemist
Accountant
IT Manager
Co-op or Intern (3 month – 6 month assignments)
Superintendent of Waste Water and Compliance

The Executive Administrative Assistant and the Human Resource Administrative Assistant shall refer to the two confidential clerical positions; one reporting to the Executive Director of YCUA and one reporting to the Human Resources Director.

- C. The Employer agrees not to aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 - BARGAINING UNIT WORK

An employee that is excluded from the bargaining unit shall not be allowed to perform duties normally performed by a member of the bargaining unit, except in an emergency where life or property is endangered. Written notification of emergency exceptions shall be provided to the Union within forty-eight (48) hours. If the Employer, after a reasonable attempt, cannot secure a qualified bargaining unit employee to perform an overtime assignment, supervisory employees may then be used for said assignment. A reasonable attempt shall be considered a telephone call to the employee's residence landline or listed cell phone number and letting the phone ring a minimum of five (5) times to give the employee time to answer. The employee must provide all phone numbers and update employer when numbers change. Supervision shall have the right to instruct, train, advise and teach employees new methods of operation and testing. Supervision shall also have the right to conduct safety classes and inform employees of the safety features included in the laws.

The Employer will notify the Union when contracts for landscaping, road repair, and sidewalk repair are going out for bid. The Chief Steward will be included on the distribution list for board packets.

ARTICLE 4 - UNION DUES

- A. Michigan Freedom to Work legislation prohibiting Union membership as a condition of employment became effective on March 28, 2013, for all public employees. As YCUA is a public

employer, beginning 9/1/13, employees shall have the right to voluntarily join AFSCME by remitting union dues to AFSCME to cover the effectuation and operation of this collective bargaining agreement.

- B. All employees of the bargaining unit covered by this Contract who are not now members of the Union, or any future employee of the bargaining unit, may voluntarily elect to join AFSCME. All employees electing to join AFSCME shall authorize Management to deduct each month from the employee's pay union dues and forward such contributions to the Secretary-Treasurer of Council 25, Lansing, Michigan. Payment of all regular dues and initiation fees shall be considered maintenance of membership in AFSCME.
- C. All money, Union dues, assessments, and contributions deducted for the Union by the Employer shall be forwarded to the Secretary-Treasurer of Council 25, Lansing, Michigan, by the 10th day of the following month, along with a list of names indicating the employees from whose wages these deductions were made. The employee shall sign a dues deduction form authorizing Management to make such deductions prior to such a deduction being made.

ARTICLE 5 - REPRESENTATION

- A. The Union shall be represented by the following committees and Stewards:
 - 1. Stewards
 - a. One (1) Steward for each of the following: WWTP & Laboratory, Distribution, Service Center Crews, Maintenance, Meter, and Administration Office. Administrative employees in departments other than Administration shall be represented by the Steward from his or her department.
 - 2.
 - a. One Chief Steward
 - b. One Alternate Chief Steward
- B. The Union shall be represented by a combined grievance and bargaining committee.
- C. This committee shall be limited to no more than five (5) members. The Stewards or an aggrieved employee may request either the Chief Steward, the Alternate Chief Steward or a member of the Union grievance committee's assistance on matters of the grievance within his or her section. The Chief Steward, Alternate Chief Steward, or member of the Union's grievance committee will not enter into any section Steward's grievance procedure until requested by the section Steward or aggrieved employee.
- D. Representatives of the Local, Council, and/or the International Union may be present at all meetings between Management and the Union.
- E. The Chief Steward and Alternate Chief Steward shall be a member of the committee.
 - 1. The Department Stewards and the Chief Steward or any member of the Union Grievance Committee will be allowed to talk to an employee who believes his or her collective bargaining rights have been violated during regular working hours as long as the Union Steward has secured verbal permission from his or her direct supervisor. Verbal permission will be authorized in a reasonable amount of time. The Steward and the employee(s)

understand that they will be given a reasonable amount of time to discuss the problem at hand. Permission shall not be unreasonably withheld.

2. Any Steward who attends meetings with the Employer during his or her working hours shall be paid at his or her current rate of pay.
 3. Any committee member who attends meetings with the Employer during his or her working hours shall be paid at his or her current rate of pay.
 4. One employee from Water Distribution and one employee from Wastewater Treatment will be permitted to attend monthly chapter membership meetings with a two (2) hour limit on said attendance by them so long as personnel are on duty to permit the absence. Any employee who attends a meeting with the Employer during his or her working hours shall be paid at his or her current rate of pay.
- F. The Union shall notify Management of the names and addresses of all Stewards and committee members, and unless Management is so notified, Management is under no obligation to recognize the said committee member or Steward for any purpose.
- G. A Chief Steward shall be entitled to work on the shift which has the largest percentage of employees, so long as there is work on that shift in the classification held by the Chief Steward. The Chief Steward may exercise this right when they become Chief Steward or during the annual shift preference selection. If a Chief Steward vacates this position, he or she shall remain on the selected shift until the next shift preference selection or he or she is displaced due to the selection of a new Chief Steward and the new Chief Steward's exercises of a shift preference. Any employee who is displaced from his or her preferred shift in order to accommodate the Chief Steward's assumption of a preferred shift shall have the immediate right to assume the shift of next preference which that employee's seniority entitles them to. Any other employees displaced shall be given their choice of shift which seniority allows.
- H. Upon request to the office of the Human Resources Director or administrative designee, the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute. If the Union wishes to examine any other records of the employee pertaining to a specific grievance, the Union shall have access to them at a reasonable time, provided the Union has the employee's written consent (unless the employee is deceased).

ARTICLE 6 - SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Union and the Employer upon request of either party. Such meetings shall be with two (2) or more representatives of the Union. Arrangements for such meetings shall be made by mutual consent, 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. Discussions at such meetings shall be confined to the agenda. Members of the Union shall not lose any pay for time spent in special conferences. A special conference will be arranged within five (5) days of

the date of the original request and held within ten (10) days of the original request. This meeting shall take place during the hours of 8:00 a.m. and 4:00 p.m. and during the weekdays (Monday-Friday).

ARTICLE 7 - PROBATIONARY PERIOD

- A. All new hired employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The Employer shall have the right to establish testing procedures to determine the qualifications of probationary employees for the positions in question. After new employees have finished their probationary period they shall be entered on the seniority list and shall rank for seniority from the first day of employment and shall be entitled to all benefits of this agreement. Termination of probationary employees prior to the completion of their probationary period shall not be subject to the grievance procedure. If the employee is rehired he or she must begin the probationary period anew. Absences during the ninety (90) calendar days shall extend the probationary period for an amount of time equal to the absences.
- B. The Union shall be notified in writing of all hiring of new employees within ten (10) working days from the date of hiring. Such notification to include classification, rate of pay, name, address, and phone number. Notification to be sent to the bargaining and grievance committee and the Executive Officer. The Executive Officer will be notified of the date and time of new hire orientations to conduct a brief orientation at the same time. In the absence of the Executive Officer, the Chief Steward or the Alternate Chief Steward will conduct the union orientation.

ARTICLE 8 - SENIORITY

- A.
 - 1. There shall be one seniority list for all employees of YCUA, with the exception of those positions specified in Article 2, Section B.
 - 2. An updated seniority list shall be posted in all departments yearly. An updated seniority list shall be furnished to the Union every six (6) months. When the term "seniority" is used in this Contract, it refers to bargaining unit seniority.
- B. All employees who complete their probationary period shall be placed on the seniority list and shall rank for seniority from their first day of employment. When two or more employees are hired on the same date, their seniority shall be determined alphabetically by their last name as of the date they are hired.
- C. Seniority will be broken only for the following:
 - 1. Discharge. (If upheld after all grievance and legal procedures have been exhausted.)
 - 2. Voluntary quit.
 - 3. Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notice to the employee by certified mail to the last known address informing the employee that he or she has lost their seniority and their employment has been terminated. In proper cases, exceptions may be made by the Employer. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

4. Employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
5. Failure to return from sick leave or leave of absence will be treated the same as Number 3 above.
6. Employee retires.
7. Redemption of a Worker's Compensation Claim.
8. A bargaining unit employee who accepts employment with YCUA outside this bargaining unit will have all accumulated seniority frozen, and if he or she voluntarily returns to the bargaining unit, he or she will maintain that accumulated seniority. Employees who are involuntarily returned to the bargaining unit through a reduction-in-force or job elimination shall have seniority restored based upon original hire date.
9. Employee is found to be working while on medical leave (paid or unpaid) from the Employer.

ARTICLE 9 - LAYOFF, REDUCTION OF HOURS WORKED AND RECALL

A. Layoff and Recall

1. The Employer shall give written notice of any pending layoff to the employee and the Union. Such notice shall state the reasons therefor and shall be submitted at least two (2) calendar weeks before the effective date of the layoff.
2. Any layoff or reduction of the hours worked shall be based on seniority with the least senior employee in the affected department and/or classification to be laid off first. Probationary (new hires) employees with less than ninety (90) calendar days will be the first employees to be considered for layoff.
3. In the event a layoff by seniority should result in the loss of an employee whose duties cannot be performed by the remaining employees, such cases shall be taken up by special conference of the YCUA and Union committees and every effort will be made to reach a settlement satisfactory to all parties involved. If a satisfactory settlement cannot be reached, the Union may then have recourse to the grievance procedure.
4. All employees except probationary (new hires) shall continue to accumulate seniority during layoff.
5. Notice of recall from layoff shall be sent by certified mail to the employee's last known address. The employee shall have four (4) calendar days to report for work after receiving proper notice of recall. Any employee who does not report for duty after notification shall waive all rights. It shall be the employee's responsibility to keep Management informed of any change of address.
6. Seniority employees shall have the right to recall from layoff for a period not to exceed their bargaining unit seniority at time of layoff. If a vacant position under Article 11 is not filled by an active or recalled employee, all former employees who have been laid off and who no longer have a contractual right to recall will be contacted by the Human Resources Department, at their last known phone number on file in YCUA's HRIS system, and informed of the open position to apply if interested.
7. Recall from layoff shall be made in the order of bargaining unit seniority.
8. No new employee shall be hired to fill a position while a regular employee is laid off and elects to take such position if he or she meets minimum qualifications for the job and before Section 6 above has been completed.

9. If a position is eliminated and reinstated within one year, the employee that held the position will be asked if he or she would like to return to it, subject to provision 5 above.
10. In the event of a layoff or elimination of a position resulting in a layoff, employees will be allowed to bump into a classification provided they have the requisite seniority and they demonstrate the ability to perform the task in a ten (10) day trial period. Employees who are unable to perform the task they have bumped into will then be placed back on layoff maintaining all bumping rights.

B. Reduction of Hours

1. If the need arises for a reduction of hours, Management and the Union will meet to discuss the procedure to be followed and Management's reasons for the reduction of hours. The Union will have recourse to the grievance procedure with regard to Management's actions.
2. No employee will be reduced to working less than thirty (30) work hours per week.
3. Any employee affected by a reduction of hours shall be given the same rights and privileges to bump as if he or she were in a layoff situation, but there will be no recall from the position they bump into.
4. Any employee affected by the reduction of hours will be given a two (2) calendar week notice prior to the reduction of hours becoming effective.
5. All employees affected by the reduction of hours will continue to receive full benefits of the current Union Contract at all times.
6. The affected departments for reduction of hours shall be limited to the following: Maintenance, Meter, Service Department, Groundskeepers, Customer Service and Laboratory.
7. The lowest senior employee in each department will be reduced by the maximum hours allowed before the next lowest senior employee is affected by a reduction of hours.
8. If a layoff and/or reduction of hours becomes necessary, it will first be offered to employees in the affected department on a voluntary basis. The most senior employee in that department would be eligible first, and then continue down the seniority list. If there are insufficient volunteers, the least senior employee(s) in that department would be affected first.
9. Employees whose hours have been reduced may supplement their hours with vacation, sick and/or personal time.
10. The Employer shall post reduced-hour work schedule ten (10) work days in advance.
11. Employees whose hours are reduced shall be exempt from the restrictions on bidding on vacant positions in Article 11.

ARTICLE 10 – LEAVES OF ABSENCE

A leave of absence may be granted for a justifiable cause. Justifiable cause shall include, but is not limited to the following:

A. FMLA Qualified Leave

1. Employees will be afforded all rights required by the Family and Medical Leave Act.
 - a. Employees on a leave under the FMLA will maintain their medical, dental, and vision insurance, life insurance, short-term and long-term disability benefits as set forth in this Contract.

- b. Employees will be required to exhaust their available sick, personal, and vacation time during their leave, except that the employee may, at their option, retain up to 40 hours of vacation time in their vacation bank for use after they return from leave.
- c. Once all leave time is exhausted the remainder of the leave will be without pay.
- d. Employees will continue to accrue vacation, sick, and personal time during such leave as set forth in this Contract. Seniority will continue to accrue during such leave.
- e. If an employee on FMLA is found to be working another job with duties that violate their medical restrictions, subject to the provisions of the FMLA, employment with the Ypsilanti Community Utilities Authority shall be terminated immediately. The employee shall be notified by certified mail of the termination.

B. Leave to Care for an Infant Child Beyond FMLA Entitlement

1. An employee will be allowed leave to care for infant children, not to exceed one hundred and twenty (120) work days. Employees will continue to accrue vacation, sick, and personal time during such leave as set forth in this Contract. Seniority will continue to accrue during such leave.
2. Employees will be required to exhaust their available vacation, sick, and personal time during their leave. Once all leave time is exhausted, the remainder of the leave will be without pay.
3. Time used under this Section are in addition to FMLA time that an employee may otherwise be entitled to.
4. All benefits will be maintained during this leave.

C. Leave for Employee's Medical Condition

1. If the bargaining unit employee does not qualify for a leave under Article 10, A or B, a duty-disability leave, or short-term disability leave, he or she may have their job preserved for up to 3 calendar months. After exhaustion of sick, vacation, and personal banks, this leave will be without pay.
2. Employee may keep his or her medical, dental, and vision benefits during this leave.
3. All other benefits will cease during this leave and seniority will be frozen. Maximum leave of this type that will be granted will be three (3) calendar months within a rolling twelve (12) calendar month period measured backward from the first day of the leave.
4. Leave under this Section may not be approved in conjunction with other medical leaves of absences.

D. Short-Term Disability Leave

1. The Employer shall provide a short-term disability policy for each employee.
 - a. Upon approval by the carrier, this policy shall provide a tax-free benefit of 60% of the employee's current hourly wage as of the last day worked to a maximum of \$750.00 per week for the first one hundred and eighty (180) calendar days. The benefits will be payable by the short-term disability carrier to the employee on a weekly basis. There will be a thirty-one (31) calendar day elimination period for sickness and injuries.
 - b. Employees will be required to use their accumulated sick time during the elimination period.
 - c. Employees will be allowed to supplement their short-term disability payments during their leave with accrued sick, vacation, and personal time so long as they communicate with the

Human Resources Department and the supplement does not exceed 100% of their regular pay for a forty (40) hour work week.

- d. Employees will maintain the following benefits during this leave: medical, dental, vision, short-term disability, long-term disability, life insurance, leave time accrual, and accrual of seniority.
- e. A copy of the short-term disability policy shall be available to employees upon request to the Human Resources Department.
- f. The employee's position at YCUA will be preserved during this leave.

E. Long-Term Disability Leave

- 1. The employer shall provide a long-term disability policy for each employee.
 - a. Upon approval by the carrier, this policy shall provide a tax free benefit of 60% of the employee's current hourly wage as of the last day worked to a maximum benefit of \$2,700.00 per month less any other income benefits, with a minimum benefit of \$50.00 per month until expiration set out in the policy terms. The benefits will be payable by the long-term disability carrier to the employee on a monthly basis. The elimination period will be one hundred and eighty (180) calendar days or the date the employee's short-term disability benefits end.
 - i. Effective September 1, 2023, the maximum benefit will be increased to \$2,850.00 per month.
 - ii. Effective September 1, 2024, the maximum benefit will be increased to \$3,000.00 per month.
 - b. The following benefits will cease at the commencement of a long-term disability leave: medical, dental, vision, accrual of sick, vacation, and personal time, and accrual of seniority.
 - c. A copy of the long-term disability policy shall be available to employees upon request to the Human Resources Department.

F. Workers' Compensation Leave

- 1. The employer shall provide Workers' Compensation insurance for duty-disabilities.
 - a. Any full-time employee, after completion of the new hire probationary period, who suffers a loss time injury compensable under the Workers' Compensation Act and if the employee is unable to return to work full time, even with accommodations, the Employer shall pay the difference between the amount paid by the Workers' Compensation carrier and eighty (80%) percent of the employee's current rate of pay for a period of six (6) months.
 - b. As long as the employee is eligible and receives Workers' Compensation payment, the Employer shall continue the following benefits during the initial one (1) calendar year period: medical, dental, vision, short-term disability, long-term disability, life insurance, leave time accrual, and accrual of seniority. After the initial one (1) calendar year period the employee may continue the life insurance coverage by completing a conversion application to convert the employer-paid policy into an individual policy.
 - c. If the employee's claim is redeemed or the employee takes a duty-disability retirement, this will end all obligation of the Employer to provide benefits or payments to the employee that are provided in this Section.
 - d. Time away from work for under a Workers' Compensation claim will not be deducted from an employee's accrued sick, vacation or personal banks; however, the employee shall have the option of supplementing Workers' Compensation benefits received with accrued sick,

vacation, or personal time, up to the employee's weekly base rate of pay by contacting the Human Resources Department.

- G. Employees who are off work due to illness for more than three (3) days may be required to submit a doctor's note indicating that the employee is physically able to return to work. The Employer has the right to request an independent examination by the company physician to determine the feasibility of any medical leave of absence under Article 10.
- H. Non- Medical Leaves
1. Educational Leave
An employee may be granted leave for one semester to attend college, trade or vocational school for job-related instruction based on the needs of YCUA.
 2. Leave to Fill Elected Official Position
The employee who was an elected official and was on leave may return to work under the following conditions: When the end of the term of office for the elected office has been determined and the employee has decided to return to work with YCUA, the employee must submit written notification that they want to return. The employee will be allowed to fill the first posted position their seniority qualifies them for.
 3. Personal Leave
An employee may request a leave of absence by submitting the request in writing to their direct supervisor or department director. The request will be sent to the Human Resources Director or designee for approval. Leaves will not be granted for a period longer than the employee's total seniority and in no case longer than a one (1) calendar year period, with the exception of a leave to fill an elected official position as outlined above.
 4. Military Leave
Military leave will be in accordance with Federal and Michigan state laws. Any employee who belongs to the Military Reserve or National Guard and is required to go to Annual Active Duty for training during the year shall be given leave, as required by law.
 5. Leave Without Pay
 - a. LWOP for short periods of time may be granted to an employee for a justifiable cause. Any employee who wishes to take a leave without pay shall sign a leave slip(s) requesting the number of days and reason for the leave. The leave slip shall indicate approval or disapproval of the employee's immediate supervisor.
 - b. No leave without pay for less than three (3) days may be granted until an employee has exhausted their personal leave.
 - c. LWOP shall be granted to all Local 3451 elected officers or delegates employed by the Authority to attend functions sanctioned by the Local for up to twenty (20) days per calendar year without their personal days being affected.
 - d. Leave without pay shall be granted to members of the bargaining and grievance committee to attend AFSCME sponsored training up to a total of five (5) days per calendar year without their personal days being affected. Requests for leave shall be submitted on a Leave Request Authorization form to the employee's immediate supervisor.
 - e. Granting of these leaves of absence will be subject to departmental workload and prior approval of the immediate supervisor. Approval will not be unreasonably withheld.

- f. Leaves under this Section are not to be taken or approved as an extension of time approved under other leaves in Article 10 or as a result of leaves denied in other sections of this Agreement.
- g. Absences for less than three (3) days that result in LWOP will not be subject to corrective action if the absence is due to illness of the employee or their minor child and supported by verifiable medical documentation.

I. Bereavement Leave

The employee shall be granted four (4) consecutive workdays paid bereavement leave when he or she suffers a death in his or her immediate family. The leave shall be taken within two weeks of the death. A member of his or her immediate family shall be: spouse, parent, step-parent, spouse's parent, spouse's step-parent, grandparent, spouse's grandparent, child, step-child, grandchildren, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law (brother-in-law and sister-in-law shall be the husband or wife of employee's sister or brother or the brother or sister of employee's spouse), aunts and uncles of the employee in a direct blood relationship. If the employee has to travel two hundred (200) miles or more due to the death, he or she will receive one additional consecutive paid leave day. Documentation in the form of proof of death must be provided for all leaves under this Section. Additional time for bereavement may be requested from the employee's sick, vacation, and personal leave banks. If no such time is available to the employee and the death is of their parent, spouse, children or stepchildren, the employee shall be granted leave without pay (LWOP) to a maximum of thirty (30) working days. Any employee who is off on bereavement leave is not eligible or available for overtime.

Employees will be required to contact Human Resources for continuation of medical, dental, vision, life, and disability benefits under non-medical leaves. Benefits will continue based on federal and Michigan state laws, and policies set forth by benefit carriers.

ARTICLE 11 - DEMOTIONS, TRANSFERS & VACANCIES

- A. In all cases of demotions or involuntary transfers the employee shall have the right to a hearing before the YCUA Executive Director, Human Resources Director, and the department head of the employee's department prior to the action. The employee has the right to bring witnesses or any pertinent evidence to the hearing. He or she is entitled to representation by his or her Shop Steward, the Chief Steward, Chapter Council, and/or the International Union.
- B. An employee who returns to the Bargaining Unit from a position exempt from the Bargaining Unit can only return to the Bargaining Unit by signing a specific job posting and he or she must be the senior person signing such job posting.
- C. When used in this Article, the term "test" refers to the aptitude exam given new hires for a particular classification. Any employee may take as many tests as he or she desires when a test is scheduled. Once an employee has passed a test, this information will be placed in his or her file for future openings for a period of five (5) years and remain applicable to the position if the employer updates the test. Testing will be given during normal office hours. If there is a question by an employee about his/her test score, the Chief Steward, or his/her designee along with the

employee and a Human Resource representative, shall be allowed to review the employee's score sheet and test if requested within thirty (30) calendar days of the test date.

1. The Employer shall have the right to establish the reasonable minimum qualifications necessary for each position in the bargaining unit and to establish reasonable testing procedures as part of these qualifications. If an employee does not meet the minimum qualifications of the job positions, the Employer shall have the right to disqualify the employee.
2. Any bargaining unit employee who is awarded the job and successfully completes his or her qualifying period will remain in that position for (6) six months from the date of qualification with the exception of C4 of this Article.
3. Any bargaining unit employee who is awarded a lateral job position or takes a classification step down or more than a step down and successfully completes his or her qualifying period, will stay in that position one (1) year from the date he or she starts work in that position with the exception of C4 of this Article.
4. If a job is posted that is an upgrade of two (2) or more classifications, any bargaining unit employee may post for the position as long as he or she has successfully completed their probationary period (new hires).
5. All employees within the bargaining unit shall have the right to bid on newly created or reclassified or re-instated job postings.
6. Wastewater Operator employees, hired externally after the date this Agreement is signed, must remain in the position they were hired in for a period of twelve (12) months from the date of hire and are excluded from rights in section C4 above.

The Union will be furnished information regarding passing test scores for all tests. A test shall only be scheduled when the senior person interested in the position has not previously passed the test.

- D.
1. When a regular, full-time position becomes vacant, the Employer will determine if such vacancy will be filled. Once it is determined that the position will be filled, the job will be posted as soon as possible. If the vacancy is not posted within twenty (20) working days, the position will be considered abolished.
 - a. Testing and job awards shall be made within fifteen (15) working days.
 - b. The Employer has the right to anticipate subsequent job openings as a result of a posting of a vacancy. These positions that may or may not become vacant as a result of an employee bidding on another position, may be posted in conjunction with the original vacancy and shall be labeled as "contingent" vacancies. In the event that these positions do not become vacant, no job award shall be made. The initial job vacancy that is posted will be tested and awarded within fifteen (15) days. The subsequent postings will be tested and awarded within forty-five (45) days.
 2. When a new job is created or an existing job is changed or reclassified, the Employer will notify the Union of the classification, job description, and wage rate structure prior to the effective date. All new bargaining unit jobs will be posted.
 3. The senior bargaining unit employee who has met the minimum reasonable qualifications, and receives an overall passing grade of 70% or more on the job-related test (if there is one) shall be awarded the job. Once the awarding of the job has been determined, the Employer will move the employee into his or her new position within

thirty (30) calendar days. The Employer will supply the employee with written guidelines of what is expected from him or her during the qualifying period.

4. The Chief Steward may request from the Human Resources Department a copy of all job descriptions.

- E. 1. The employee who is awarded the job will fulfill a ninety (90) calendar day qualifying period. Within the first twenty (20) working days of that qualifying period, the employee may disqualify himself or herself and return to his or her prior job without loss of seniority or bias. If the employee seeks disqualification after the expiration of twenty (20) working days, the employee, Union and Employer shall meet to discuss the feasibility of such a disqualification. Also, during the ninety (90) calendar day qualifying period the employee can be disqualified by the Employer if it is determined that the employee is obviously lacking in the ability to learn and perform the job. The employee will receive written notice with a copy to the Union listing any performance issues and a stipulated time frame to make the necessary performance correction. If at the end of the time frame the employer feels there has been no measurable improvement, the employee will be reassigned to his or her prior job without loss of seniority or bias. The employee who is disqualified during the ninety (90) calendar day qualifying period will have recourse to the grievance procedure. Any employee who is disqualified by the Employer will be prohibited from bidding on the same position for a period of six (6) months from the date of disqualification. Any employee who is disqualified by either the Employer or the employee two (2) times from the same position shall not be allowed to bid on that position for a period of two years from the date of the last disqualification. Any employee who disqualifies himself or herself will be prohibited from bidding on any position for a period of six (6) months from the date of disqualification.

If any employee is disqualified from a position after the ninety (90) day qualifying period due to the required license or certification not being obtained by the time outlined in that position's job description, they will be placed on layoff and pursuant to Article 9 allowed to bump wherever their seniority dictates they may go, upon passing the applicable entrance tests. The employee will be prohibited from bidding on the position they were disqualified from for two (2) years from the date of disqualification.

If any employee is disqualified from a position and they have not held a previous position within the Authority, they will be allowed to bump wherever their seniority dictates they may go, upon passing applicable entrance tests.

If any employee is disqualified from a position for any reason after the ninety (90) day qualifying period has ended, they will be placed on layoff and pursuant to Article 9 allowed to bump wherever their seniority dictates they may go, upon passing applicable entrance tests.

2. When an employee bids into a job classification he or she shall receive the base wage rate of pay that his/her seniority places them in the job classification.

- F. The Chief Steward shall be sent a copy of all job postings. Prior to posting new positions, the Chief Steward shall be notified of the new position.
- G. If any position becomes vacant because of an employee's lacking ability, the Employer may go to the next senior person that signed the posting. However, if a job posting is filled and vacated after ninety (90) calendar days the position shall be re-posted. If only one person signed the posting, the job will be re-posted.
- H. When a position is posted and is not bid on, the Employer shall have ninety (90) calendar days to fill the position or it shall be re-posted.
- I. Time limits as set forth in this Article may be extended by mutual agreement. Such extensions shall be stipulated in writing and signed by both the Union and Management, with copies sent to all parties.
- J. When an employee is temporarily assigned to a higher classification, he/she shall be paid at the rate of that higher classification that their seniority places them on the wage schedule for the period of such temporary assignment. If an employee is temporarily assigned to a lower classification, he or she will continue to receive his or her current rate of pay. All time spent in the temporary position due to an employee filling a temporary vacancy due to signing a job posting will be credited towards the qualifying period if the position is put up for bid any time within twelve (12) months and the temporary employee is the successful applicant. Selection of an employee to perform a temporary assignment in a higher classification shall be made on qualifications, ability and seniority. No regular full-time position will be replaced by the use of a temporary assignment.
- K. When a new job that clearly falls within the bargaining unit is created or an existing job is changed and/or reclassified, the Employer will notify the Union of the classification, job content (description) and rate structure prior to its becoming effective.
- L. The Employer shall not have the right to work anyone in a temporary assignment when an employee in such classification is available.
- M. Filling position of employees on medical or duty disability leave: If the Employer chooses to fill the position of an employee on medical leave or duty disability leave, the Employer shall fill it temporarily at any time during the leave period as defined below. Any other position filled as the result of this temporary vacancy shall be filled temporarily if filled. If the employee on leave is able to return to work prior to the end of their leave period, he or she shall be able to return to his or her position held prior to the leave providing he or she is physically able to perform the job. Any employee who has filled a temporary vacancy and is displaced due to the employee returning from leave shall, likewise, be able to return to his or her former position. If the employee on leave is not able to return to work before the end of the leave period, the employees who have filled the above temporary positions shall be placed permanently in those positions without re-posting the positions. If the employee returns after the leave period he or she shall be able to return to his or her former position if he or she has sufficient seniority. If the employee does not have sufficient seniority to return to his or her

position, he or she shall be placed on layoff and allowed to bump into another position according to his or her seniority.

- a. Medical Leave: The leave period is defined as the length of short-term disability.
- b. Duty Disability Leave: The leave period is defined as the initial 1 year of the leave.
- c. All positions filled pursuant to this procedure shall be labeled temporary. If an employee is not disqualified from this position then all time spent serving in temporary position shall be credited toward a future qualification period should the employee apply for a regular opening in this position within twelve (12) months after leaving the temporary position. If an employee is disqualified from a temporary position, the employee shall be returned to the employee's former position. If a position filled as a temporary vacancy requires a license, the time limits for acquiring that license shall start when the employee begins work in that position. After successful completion of the ninety (90) day qualifying period the employee filling the temporary medical position may bid out of the temporary position if a position becomes available for any reason.

ARTICLE 12 CORRECTIVE ACTION AND DISCHARGE

- A. The purpose of the corrective action process is not to punish an employee, but to correct inappropriate behavior.
- B. Corrective action shall be conducted privately as not to embarrass the employee or the Employer. The corrective action process is intended to give the employee a clear expectation of what is expected of him or her and the consequences of failing to correct the inappropriate behavior.
- C. Corrective Action Hearings.
 1. Employees Entitled to Hearing. In all cases where corrective action is being contemplated, the employee affected shall have an opportunity to participate in a corrective action hearing.
 2. Notice of Hearing. The employee and the department Steward shall be informed that corrective action is being contemplated. The employee and the Steward shall be informed of the time, the place, and the subject of the corrective action hearing.
 3. Steward Present at Hearing. The respective Union Steward shall attend the corrective action hearing. In the case of termination, corrective action hearings or situations where termination is a potential, the members of the Bargaining and Grievance Committee shall attend the hearing. The Chief Steward, the Alternate Chief Steward, and the department Steward will be the official spokesperson(s) for the Union during the hearing.
 4. Conduct of Hearing.
 - a. Corrective action hearings shall be conducted in private and in a manner that will not embarrass the employee.
 - b. The employee must receive an explanation of the charges against him or her as well as the known facts surrounding the incident.
 - c. The employee may give arguments or explanations concerning the charges made if he or she so desires.

5. Employee Refusal to Participate in Hearing. If an employee refuses to participate in, or fails to attend, a corrective action hearing, the employee shall be notified in writing of the charges and corrective action decided upon.
 6. Notice of Corrective Action. If not given at the hearing, as soon as possible after the hearing, the employee and the Steward shall be notified of the corrective action taken (if any), in writing, and his or her rights of appeal. The Chief Steward will be provided a copy of any written record of corrective action.
- D. The Employer shall not use an employee's past record for imposing corrective action after a period of two years from the date of the infraction. Corrective action, as stipulated in the YCUA work rules, shall be applied to each work rule individually.
- E. Factors to be Considered When Determining Corrective Action.
1. Generally, there are some Work Rule violations, which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. If a work rule violation warrants immediate discharge, the following factors will be considered:
 - a. The seriousness of the offense.
 - b. The employee's disciplinary and work records (the Employer shall not take into account any Work Rule violation incurred more than two (2) years previously).
 - c. The employee's length of service.
 - d. The YCUA past practice in similar or identical cases.
 - e. Circumstances surrounding the incident that are either mitigating or aggravating.
- F. Generally, corrective action for work rule violations that do not require immediate suspension or discharge falls into the five following categories: 1) Counseling, 2) Written Reprimand, 3) 1-Day Suspension, 4) 3-Day Suspension, 5) Termination. However, a gross misconduct offense may warrant immediate suspension or termination.
1. Counseling
This step shall be used to apprise the employee that a problem exists. The counseling record will be placed in the employee's personnel file.
 2. Written Reprimand
The discipline record shall include the infraction that has been committed and shall be kept in the employee's personnel file for the duration specified within the collective bargaining agreement. Along with the information that management has accumulated, the employee shall have whatever information that he or she feels is relevant inserted into the file as well.
 3. Suspension
The action temporarily suspends an employee from employment with YCUA and from being paid by YCUA for a definite period of time. The Human Resources Director or designee shall review the proposed suspension of employees for Work Rule violations or unsatisfactory job performance. Suspensions carry with them the following:

- a. Loss of pay for the time period specified.
- b. Employee may not utilize leave of any kind while suspended.
- c. Before being suspended, the employee shall be given a written memorandum or letter specifying the reason for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chief Steward, the department Steward and the Bargaining and Grievance Committee.
- d. If the Counseling and Written Reprimand have failed to correct the problems that exist with the employee, the suspension level of corrective action shall be instituted. First, the employee shall receive a one (1) day suspension as prescribed by this section. If there is a subsequent infraction of the same work rule, the employee shall receive a three (3) day suspension.

4. Termination

If the above-prescribed procedure fails to correct the behavior of an employee, and there is a continued pattern of problems, the employee may have his or her employment terminated by the Employer. Such termination, as well as any of the above corrective action measures, may be submitted to the grievance procedure as outlined in the Collective Bargaining Agreement by either the employee or the Union. An employee may be suspended prior to discharge so that the Employer may investigate the matter. If an employee is suspended pending investigation for termination a meeting will be held within two (2) days, if possible, between the Employer, Union, and the employee to make clear all the facts surrounding the termination.

- G. Four violations of any work rules within an 18-month period will result in termination. The counseling step in the corrective action process shall not be considered as a work rule violation for purposes of this section only. Multiple work rule violations arising out of one incident shall be considered as one violation for purposes of this section.

ARTICLE 13 - GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious, and orderly adjustment of grievances. Should an employee, or group of employees, or the Union, feel that their rights and privileges under this Agreement have been violated, the following procedure will be used to settle the complaint. An official grievance form shall be used for each step.

- A. Definition. Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application or alleged violations of the terms and provisions of this contract.
- B. STEP 1: Immediate Supervisor or Department Director. The aggrieved party and his or her Union Steward, or alternate Union officer, shall, within seven (7) calendar days from the date the grievance occurred or knowledge of the same, present the facts to the employee's(s') immediate supervisor and shall request of the supervisor the adjustment required to settle the matter. The supervisor shall respond in writing to the Steward within seven (7) calendar days.

If the response of the supervisor is not acceptable, the Chief Steward shall then file the grievance in writing to Step 2, within seven (7) calendar days from the date the supervisor's response was given to the Steward. The grievance shall be signed "received" by the Human Resources Director or HR designee.

- C. STEP 2: Human Resource Director or HR Designee. The Human Resources Director or HR designee shall reply to the employee(s), Bargaining and Grievance Committee, the Chief Steward and the department Steward, in writing, within seven (7) calendar days from the date the grievance was received. This disposition must be signed "received" by the Chief Steward within the allotted time. Should the Union decide that the reply of the Human Resources Director or HR designee is unacceptable, the Chief Steward shall request in writing to move the grievance to Step 3 to discuss the merits of the grievance within seven (7) calendar days from the receipt of the Human Resources Director or HR designee's reply.
- D. STEP 3: Formal Hearing. A meeting shall be held within seven (7) calendar days from the date of the request with all parties involved, including the YCUA Executive Director. This meeting shall take place during the hours of 8:00 a.m. and 4:00 p.m. and during the weekdays (Monday-Friday), and every effort shall be made to reach a settlement. The Employer shall have seven (7) calendar days from the date of the meeting to reply to the Chief Steward, the employee(s), the department Steward and the members of the Bargaining and Grievance Committee, in writing, giving their final disposition. This disposition must be signed "received" by the Chief Steward. Should the Union decide that the Employer's final disposition is unacceptable, the Union may move the grievance to Step 4, by notifying the Employer and AFSCME Council 25 of their intent to arbitrate within thirty (30) calendar days after receipt of the Employer's answer.
- E. STEP 4: Arbitration. AFSCME Council 25 will have sixty (60) calendar days after the date of the Union's Notice of Intent to Arbitrate to decide whether to move the grievance to arbitration. The Employer's representative and a representative from AFSCME Council 25 shall then attempt to mutually select an arbitrator. Both parties agree to furnish all papers and information necessary for the selection of an arbitrator. The Employer and Council 25 will have sixty (60) calendar days to select a mutually agreeable arbitrator after Council 25 has given notice of the intent to move the grievance to arbitration by sending the Employer a list of arbitrators. If an arbitrator has not been mutually selected within sixty (60) calendar days from the date that Council 25 provided an arbitrator list to the Employer, the grievance may be appealed to the American Arbitration Association to be processed in accordance with its Voluntary Labor Arbitration Rules. Council 25 will have sixty (60) calendar days to file with the American Arbitration Association after the period for mutual selection of an arbitrator has expired.
1. It shall be the duty of the arbitrator selected to establish a date, time, and place for the hearing to take place and notify all parties concerned.
 2. The arbitrator shall, within thirty (30) calendar days after the hearings have concluded, render a decision and notify all parties in writing of the decision. The decision of the arbitrator shall be final and binding on all parties, and any provisions of the arbitrator's decision shall be implemented immediately.
 3. During the procedures of grievance or arbitration, such evidence and witnesses may be presented as deemed necessary by either party involved.

4. Cost of the arbitrator's fee shall be equally divided between the Union and YCUA and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such cost.
 5. It shall be the responsibility of the arbitrator to make a determination as to whether or not the employee has been treated fairly and as to whether or not the employee has treated his or her employer fairly. The arbitrator shall strive not to render a split decision in the case of arbitration. However, if a split decision is rendered, it shall be the responsibility of the arbitrator to set forth in writing in his or her decision the exact terms and conditions of his or her decision, specifically, in detail, any back pay, seniority, vacation time, sick leave, or any other fringe benefit of the contract, taking each item separately. He or she shall further spell out what penalties are applicable in relation to the disciplinary action taken by Management against the employee and to what degree. The arbitrator's decision shall be so written that it shall not be necessary for either party of this Agreement to ask for a clarification of the decision. Time limits as set forth in the grievance procedure shall be strictly adhered to unless both parties of this Contract have mutually agreed in writing to extend or waive such limits. The arbitrator shall not have the right to determine that the time limits in any particular case do not apply, but shall rule strictly on the fact of whether or not the time limits have been met in filing of the grievance and in the answers to the grievance, through the entire grievance procedure. In the event the Union or Management shall fail to comply with the grievance steps within the time limits as set forth, they shall forfeit their rights and the decision shall be made in favor of the opposing party by the arbitrator.
- F. Time limits as set forth in the grievance procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the Contract with copies to all parties involved. Failure of the Union to progress the grievance to the next step within time limits set out, therefore, shall constitute a settlement of the grievance in accordance with Management's last answer, and failure by Management to answer within time limits set out, therefore, shall constitute a granting of the grievance in accordance with the last request of the Union.
- G. The parties hereto may make any other arrangements by agreement in written form if both parties so desire. Neither party is obligated to agree to any other arrangements and shall suffer no prejudice by refusing to agree to any other provisions other than those set out as the grievance procedure herein.
- H. Any future policies created by Management shall not be subject to the grievance procedure until these policies have been put into effect. This does not include any new work rules that may be grieved as unreasonable when they are posted.

GRIEVANCE PROCEDURE FLOW CHART

STEP 1: Immediate Supervisor or Department Director

1. Seven (7) calendar days from date of grievance, or knowledge of, Union notifies immediate supervisor of facts and requests a settlement.
2. Supervisor acknowledges complaint and answers within seven (7) calendar days.



If the grievance is not settled, the Chief Steward is notified.



STEP 2: Human Resources Director or designee

3. The Chief Steward files the grievance in writing within seven (7) calendar days of supervisor's answer; signed and dated by Human Resources Director or designee. All grievances pertaining to application or interpretation of the contract filed directly to this step.
4. Human Resources Director or designee responds in writing to employee(s), Bargaining and Grievance Committee, Chief Steward and Department Steward within seven (7) calendar days. The Chief Steward acknowledges receipt and date of disposition and signs "received."



If grievance is not settled, the Chief Steward requests a formal hearing.



STEP 3: Formal Hearing

5. The Chief Steward requests a formal meeting with Management within seven (7) calendar days of the Human Resources Director or designee's reply.
6. A meeting will be scheduled within seven (7) calendar days of the Chief Steward's request.
7. Management has seven (7) calendar days after the meeting to advise the Union of the final disposition. The Human Resources Director or designee responds in writing to the employee(s), Bargaining and Grievance Committee, Chief Steward and Department Steward. The Chief Steward acknowledges receipt and date of disposition and signs "received."



If Management's final disposition is unacceptable



STEP 4: Arbitration

8. The Union must file notice of intent to arbitrate with the Employer and Council 25 within sixty (60) calendar days from Management's answer.
9. Council 25 has sixty (60) calendar days to notify the Employer of its intent to arbitrate by providing a list of arbitrators to the Employer.
10. If Council 25 intends to arbitrate, Council 25 and the Employer have sixty (60) calendar days to mutually select an arbitrator.
11. If no arbitrator is selected within those sixty (60) calendar days, Council 25 has sixty (60) calendar days to file with AAA.

ARTICLE 14 - WORK WEEK

- A. Except as provided for in Article 9, Reduction of Hours, the work week shall consist of five (5) eight-hour days per week for a total of forty (40) hours. The work week will start at 12:00 a.m. Monday and end at midnight the following Sunday.
- B. Should there be a necessity for a change in shift hours for any employees, the Employer will give the Union two (2) calendar weeks' notice.
- C. Water Distribution Operators and Wastewater Treatment Plant Operators shall work as follows: operators covering plant operations twenty-four (24) hours per day, seven (7) days per week shall work five (5) days per week with two (2) consecutive days off. Laboratory employees, Maintenance Department employees, and Line Service Technician employees shall work seven (7) days per week with two (2) consecutive days off. Work schedule for these employees shall be posted ten (10) days in advance.
- D. All employees covered under this Collective Bargaining Agreement will receive a one-half (1/2) hour paid lunch period. Employees who miss the normally scheduled lunch period will be given an opportunity to eat lunch even during emergencies.
- E. Meter, heavy equipment operator, hydrant/staker, customer service, administrative assistant, stockroom, groundskeeper, information systems operator, and automobile mechanic employees shall work Monday through Friday.
- F. Employees who call-in late before the start of their shift or before one (1) hour of their shift has elapsed, will be considered tardy. Employees who call in after one (1) hour of their shift will be in violation of Work Rule #1, Absent Without Supervisor's Approval. Employees who call-in prior to the start of their shift may use up to one (1) hour of personal time to cover their absence.
- G. Nothing in the above shall be so interpreted as to result in the increase of time worked or the loss of any benefit now pertaining to the work week of the employees.
- H. Shift preference will be granted on the basis of bargaining unit seniority and qualifications for the particular job assignment. The employee's choice of shifts shall be made during the second week of April each year and shall become effective on the first Monday in May of that same year. This choice shall be binding for a period of one (1) year. However, after the first Monday in May, shift change may only be allowed when there is a vacancy or an opening in that classification, and the new employee is qualified in the bid position. At that time, the most senior person not on the shift where the opening occurs shall be asked if he or she wishes to fill the shift opening. If he or she declines, the next senior person will be asked, etc. Any employee filling a position via job bid shall be given their choice of shift that their seniority entitles them to and shall be binding upon the employee until the first Monday in May. This shift preference shall not take effect until the employee has successfully completed their qualifying period.

ARTICLE 15 - OVERTIME PAY

- A. Time and one-half shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. If an employee shall work two (2) consecutive shifts, he or she shall be paid time and one-half for their non-regularly scheduled shift. Double-time shall be paid for all overtime hours worked on Sundays only, with the exception of call-outs. Call-outs on Sundays shall be paid at a minimum of three (3) hours and at a rate of time and one-half. If an employee works more than three (3) hours during a call-out, the employee will be paid at the double-time rate for time worked on a Sunday. Hours worked on Sunday that are part of the employee's forty (40) hour work week are not considered overtime and are not paid at the double-time rate.
- B. Sections of the Authority will be defined as follows:
- 1) Service Department
 - 2) Meter Department
 - 3) Wastewater Treatment Plant
 - 4) Water Distribution Department
 - 5) Accounting Department
 - 6) Compliance Department (Lab/IPP)
 - 7) Maintenance Department
 - 8) Engineering Department
 - 9) Customer Service Department
- C. A list of employees in the order of seniority and classification shall be maintained for each section as defined above. Employees will be assigned to overtime based on their seniority and classification. A record of all overtime will be kept: worked and not worked. Hours charged to the employee for overtime will be computed daily, Monday-Friday, with the exception of holidays. No overtime will be calculated on a holiday. The overtime list shall start January 1 of each year and continue until December 31 of that same year. At that time, the list will start new.
- D. This policy will begin January 1st every year and the highest senior employee in the classification needed to perform the overtime will be asked first. If he or she is not at home or refuses the work, the next senior employee in that classification will be called. For each subsequent overtime opportunity, the next senior employee who has not been asked will be asked to work the overtime until all employees in the classification have been asked. After the policy is in effect for the time it takes to reach the lowest senior employee, the employee with the lowest amount of overtime will be asked first.
- E. If an employee refuses overtime work, or is not available, he or she will still be charged with the number of hours that were worked as though he or she had performed the overtime work (for purposes of overtime equalization only).
- F. If an error is committed, either in the tabulation of overtime or if the incorrect person is asked to work overtime, the Employer will correct the error as soon as possible. The employee shall

be called into work at the next overtime situation(s) until the employee has received overtime opportunities equal in the amount of compensation to that opportunity that was lost.

- G. No qualifying employee shall be asked to perform overtime when other qualified employees are attainable. However qualifying employees (employees in a 90-day qualifying period) shall be entitled to overtime opportunities before probationary employees.
- H. When a probationary employee or employee qualifying finishes his or her probationary period or qualifying period, the highest number of overtime hours of any employee within the section and classification shall be assigned to the probationary employee or employee qualifying as a point of beginning. When a qualifying employee completes his or her qualifying period, he or she shall be assigned the actual number of overtime hours he or she has worked from his or her place of transfer for enforcement purposes of Section J only.
- I. A list of all employees and the number of hours charged to them for overtime shall be computed daily, Monday through Friday, with the exception of holidays, so that the amount of overtime an employee has is readily available for Management's reference.

If an employee calls in sick, personal time, or is on vacation he or she shall be considered as not available for any overtime opportunities that occur prior to his or her next scheduled day of work. The employee will not be called during this period of overtime unless the employee notifies his or her supervisor or designee of his or her availability for overtime. An employee on duty disability leave (Workers' Compensation) or medical leave is considered unavailable for overtime until he or she returns to work in full capacity.

Any employee on a restricted status working full-time may be allowed to work overtime assignments for work planned or assigned within their job description and restrictions. Such employees will not be eligible for overtime assignments for work assigned in other job classification descriptions or duties that requires the employee to perform duties that they are medically restricted from performing. If such tasks arise during the course of the overtime assignment, management may send the restricted employee home and replace them with an employee without such restrictions.

- J. In the event the Employer is unable to secure employees for overtime, the Employer shall have the right to require those employees with the lowest amount of overtime worked on the overtime list in that classification to report for overtime. The employer shall attempt to contact the employee with the lowest overtime worked first and then go to the next on the list until he or she contacts an employee to report for overtime.
- K. When a supervisor or designee attempts to contact an employee for overtime or other emergency situations, the supervisor or designee will telephone the employee and allow the phone to ring a minimum of five (5) times. If the employee is unavailable at the primary contact number, and a secondary number is on file, the supervisor or designee will then call the employee's secondary number. If an answering machine answers, the supervisor or designee will state, "This is _____ at YCUA calling. I need you to work. Please call me as soon as possible at 484-4600 (or other number)." The supervisor will determine how much time he

or she can wait for the return call (if any), and then resume the procedure for calling someone in to work.

- L. The Employer shall make every effort to equalize overtime opportunity for employees. Insofar as it is possible within the seniority and classification of the individual employees and the qualification of the employees to perform the overtime work required, overtime will be fairly allocated among the employees of each section of the Authority.
- M. Charging: All overtime opportunities will be charged in accordance with Section E above and as outlined below.
 - 1. If while proceeding through the callout call list the first time, a previously called person calls back to accept the callout, calling will cease and no additional personnel will be charged beyond the person who accepted the overtime callout.
 - 2. Once force-in starts as per sections J & K above, regardless of who calls back and when, everyone in the callout classification is charged one time for the hours worked only.
- N. Any event that compromises the Authority's ability to provide water or receive wastewater service will be considered an emergency. Emergency calls for overtime shall be considered mandatory overtime. Those employees who are called and are within the lowest three (3) in overtime hours worked (unless scheduled off on a pre-approved leave) who do not work the mandatory overtime will be in violation of Work Rule #9, Failure to Perform a Job Assignment. Employees can pre-arrange alternate coverage for overtime providing management is notified of the change before the end of the prior day's shift. The alternate coverage person will be responsible to work the overtime by signing the applicable form.
- O. If there are three (3) or less employees holding the position needed for overtime, the employee with the lowest overtime worked, (unless scheduled off on a pre-approved leave) who does not work the mandatory overtime will be in violation of Work Rule #9, Failure to Perform Job Assignment.
- P. Any employee who works sixteen (16) or more hours (counting only actual hours worked and not any other paid time) within a continuous 24-hour period commencing with the starting time of the employee's shift will, whenever possible, be released for an eight-hour period before they are required to report to work for their next normal workday. If, however, the Employer is unable to release such employee, they shall receive two times the normal straight-time rate for all hours worked in excess of sixteen (16) hours until they are released from work for eight continuous hours. If all or any part of such eight-hour period coincides with the employee's next normal workday, they shall suffer no loss of their straight-time pay they would ordinarily earn during such period. If, in the judgment of the Employer, the employee cannot be gainfully employed during the portion of their normal workday remaining after the expiration of such eight-hour period, such employee may be excused from work for the remainder of their shift without loss of their straight-time pay. An employee shall not normally be required to report back for less than two hours.

ARTICLE 16 - PREMIUM PAY

- A. Any employee regularly assigned to the afternoon shift or the midnight shift, or any employee relieving the regular employee on these shifts, shall receive a premium pay as follows:

Afternoons	\$1.55 per hour
Midnights	\$1.75 per hour

This is to include any employee asked to relieve/replace the regular employee on another shift for any reason.

- B. Special premium pay shall be paid to all employees who are certified by virtue of licenses issued by the Department of Environmental Quality and are currently working in the treatment plant or department which is applicable to the license held. Special premium pay shall be accumulative. Premium pay shall be added to the base rate according to the following schedule. The only license to be paid will be for the highest certification series held by the employee with only one premium paid.

The only positions that qualify for the following sewage treatment premium pay shall be Wastewater Plant Operator, Laboratory Technician, and Laboratory/Industrial Surveillance Technician.

A certification in sewage treatment	\$.70 per hour
B certification in sewage treatment	\$.50 per hour
C certification in sewage treatment	\$.40 per hour

The only positions that qualify for the following water distribution premium pay shall be Line Service Technician, Meter Service Technician, Meter Service Technician II, Service Stockroom/Meter Relief, Hydrant Maintenance/Line Staking Technician, Water Distribution Operator, and Heavy Equipment Operator.

S-1 certification in water distribution	\$.70 per hour
S-2 certification in water distribution	\$.50 per hour
S-3 certification in water distribution	\$.40 per hour

The only positions that qualify for the following maintenance operations premium pay shall be Maintenance Mechanic and Maintenance Helper.

Grade 4 certification in plant maintenance (MWEA)	\$.70 per hour
Grade 3 certification in plant maintenance (MWEA)	\$.50 per hour
Grade 2 certification in plant maintenance (MWEA)	\$.40 per hour

The only position that qualifies for the following laboratory analyst certification premium pay shall be the Laboratory/Industrial Surveillance Technician.

Laboratory Analyst Certification IV	\$.70 per hour
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Laboratory Analyst Certification III	\$.50 per hour
Laboratory Analyst Certification II	\$.40 per hour

The only position that qualifies for the following motor vehicle mechanics certifications premium pay shall be the Automobile Mechanic.

15 th motor vehicle mechanics certification	\$.70 per hour
14 th motor vehicle mechanics certification	\$.50 per hour
13 th motor vehicle mechanics certification	\$.40 per hour

- C. The employee designated as Safety Coordinator shall be entitled to \$.25 cents per hour premium pay. Rescue Team members shall receive \$1 per hour premium pay when performing actual rescue operations as designated by the Health and Safety Manager. The Health and Safety Manager will continue to select and assign the rescue team members when rescue operations are performed. This premium will not be applied to time spent in training activities. The designated Safety Representative will be selected from day shift only, but not subject to the right to choose the day shift over senior employees for the purpose of holding this designated position.

ARTICLE 17 - REPORTING AND CALL-IN TIME

- A. Reporting Time. Any employee reporting for work in their regular shift who is sent home through no fault of their own shall be paid four (4) hours pay at the current rate of pay, or an employee who is told by a YCUA supervisor not to report to work shall receive a minimum of four (4) hours of pay for that day. The employee may, at his or her option, deduct up to four (4) hours from his or her sick, vacation or personal days to supplement his or her pay for that day. Seniority would prevail in respect to selection of the employee who is sent home or asked not to report.
- B. Call-In Time. An employee who is called into work before his or her working hours shall be paid at the rate of pay applicable to the hours worked for the hours actually worked, provided the employee is allowed to work through to the beginning of his or her shift. An employee who is called in to work after his or her working hours or on Saturday, Sunday or holidays shall receive payment of three (3) hours minimum time at the rate applicable to the hours during which the work is performed; however, the employee shall be required to remain on the job until repairs have been made and normal operation has been restored. All call-outs are to be included on the overtime list for the purpose of overtime equalization.

ARTICLE 18 - UNIFORMS

- A. Uniforms shall be furnished and cleaned. YCUA shall furnish each employee with five (5) uniforms per week. Uniforms shall be replaced as needed. The Employer shall furnish its Meter Department employees with uniform jackets. The Employer shall have the right to determine the quality of uniforms and jackets to be provided, and shall further have the right to engage any uniform company that they choose for the service of providing uniforms, jackets and laundry service. It shall also be the right of Management to enter into a contract with a uniform

or laundry service for at least the period of time of the Union contract. Employees who continually refuse to wear the complete uniform shall lose the use of the uniform service.

- B. YCUA will provide protective clothing and safety items as required by the employee's job. YCUA will reimburse each employee for the purchase of safety shoes/boots and/or any cold weather gear necessary for the performance of their duties to the amount specified below per calendar year:

Effective January 1, 2022 - \$265

Effective January 1, 2023 - \$280

Effective January 1, 2024, and each calendar year thereafter - \$295

ARTICLE 19-JURY DUTY

YCUA will pay an employee their current base rate of pay for days required to serve jury duty. In order to collect under this Article, the employee must endorse any check or submit any funds he or she receives from the court to YCUA. Failure to submit payments received from the court for jury duty service will result in the wages paid by YCUA being deducted from a subsequent paycheck.

If an employee is only required to serve on jury duty for one-half (1/2) day and receives a slip from the court indicating the same, the employee must notify their supervisor and the following shall apply:

1. They may return to work; or
2. They may use vacation or personal time subject to the approval of their supervisor.

ARTICLE 20 - PAID HOLIDAYS

- A. All employees shall have the following holidays off with pay:

New Year's Eve

New Year's Day

Martin Luther King's Birthday

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

YCUA will add Juneteenth as a paid holiday for YCUA employees if and when the City of Ypsilanti and Ypsilanti Township add Juneteenth as a paid holiday for their employees.

- B. Employees shall be paid a regular day shift pay based on an eight (8) hour day for said holidays.

- C. Holiday pay, eight (8) hours, shall be considered as time worked in computing the forty (40) hour week, but for no other purpose.
- D. Employees required to work on a holiday shall be paid double time for all hours worked, plus holiday pay. However, only eight (8) hours of holiday pay shall be allowed in computing the forty (40) hour work week. Any time worked on the holiday will not be used in determining eligibility for future overtime compensation within that week.
- E. When a holiday falls on a Sunday, it shall be observed on the following Monday.
When a holiday falls on a Saturday, it shall be observed on the preceding Friday.
- F. For all employees working in seven (7) day operations (water distribution operators, wastewater plant operators, laboratory employees, maintenance department, and line service technicians), holidays shall be observed on the date of the actual holiday.
 - 1. Employees that are scheduled off on the actual holiday will be given an additional day off.
 - 2. Employees who are called into work on the celebrated holiday will be paid time and a half. Employees must work on the actual holiday in order to receive double time.
- G. No probationary employees shall be asked to work holidays when other qualified employees are available. However, the supervisor shall determine which probationary employee is best qualified to work holiday or overtime if other qualified employees are unavailable.
- H. Any employee who requests to use unscheduled sick time the day before or the day after a holiday two (2) times in a calendar year will lose their holiday pay benefit for any subsequent holidays within the same calendar year in which they use unscheduled sick time either the day before or the day after the holiday. Requests for unscheduled sick time the day before and day after the same holiday shall be considered two (2) times.

ARTICLE 21 - PAYDAY

All employees will be paid weekly. Wednesday shall be designated as payday. Thursday shall be designated as payday when a holiday falls on Monday, Tuesday, or Wednesday.

ARTICLE 22 - COFFEE BREAK

All employees shall have a fifteen (15) minute coffee break for every four (4) hours scheduled. Coffee break time is subject to the approval of the employee's immediate supervisor.

ARTICLE 23 - VACATIONS

- A. Paid vacation for all employees hired prior to 9/1/13 shall be as follows:

Years of Seniority As of Anniversary Date	Number of Weeks Paid Vacation
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
18 years	5 weeks

Employees will accumulate 1/12th of the annual vacation time monthly on their anniversary date. Employees may use their vacation time as soon as it is credited to their bank. In the case of new employees, vacation time will accumulate monthly on their anniversary date and will be available for use after they complete their probationary period.

Paid vacation for employees hired after 9/1/13 shall be as follows based on years of seniority as of anniversary date:

Years of Seniority As of Anniversary Date	Number of Weeks Paid Vacation
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks

- B. In scheduling of vacation periods, preference shall be given to senior employees. All vacation time is subject to the approval of the employee's immediate supervisor. Vacation selection requests will be submitted annually for the time period of April 1-March 31. All known requests for vacation between April 1 and March 31 shall be submitted no later than Friday of the 3rd full week in March each year. Seniority will be used to approve scheduled requests. Employees whose requests are approved at the end of this period shall not be bumped from their vacation period by more senior employees. Requests for vacation after this period shall be granted on a first-come-first-allowed with due reference to seniority. Vacation requests made after April 1 of each year shall be denied or approved within seven (7) calendar days of the request. A vacation request made and approved by the Employer shall only be canceled by mutual agreement between the employee and the Employer. If an employee transfers departments or switches shifts within a department, all previously approved vacation must be approved by the management of the new department and shift. Approval by the new department will not be unreasonably withheld.
- C. For employees hired prior to 9/1/13, the maximum earned vacation time that can be accumulated at any given time is 2 ½ times the annual accumulation for the employee. Any time in excess of this amount will be considered lost.

For employees hired on or after 9/1/13, the maximum earned vacation time that can be accumulated at any given time is 2 times the annual accumulation for the employee. Any time in excess of this amount will be considered lost.

ARTICLE 24 - SICK LEAVE

- A. Sick leave with pay shall be given to all employees who have completed the probation period. Sick leave credit shall be granted on the employee's anniversary date each month for all employees who were on the payroll for at least ten (10) days in the previous month at the rate of one eight (8) hour day per month of seniority from the date of employment.
- B. Sick leave shall be considered as time worked in computing the forty (40) hour week, but it is not to be considered as time worked in order to qualify for shift premium pay.

- C. 1. Maximum Sick Leave Accrual Bank
Maximum sick leave accrual shall be 37.5 days (300 hours) as of December 2011 and thereafter.
2. Payment of Excess Sick time
All accrued sick leave over 37.5 days (300 hours) as of December 1, 2011, shall be paid to the employee in the paycheck that covers the pay period that includes December 1 of each year at the employee's then current rate of pay.
3. Payment of sick leave at termination
The employee upon termination or death while still employed by YCUA shall receive payment of 100% of accumulated sick time at his/her current rate of pay at termination.
4. Inclusion of Sick Leave in Final Average Compensation
For employees hired prior to 9/1/13: All annual payments and termination of sick leave payments up to the sick bank limits described above in C3 plus the additional accumulation since the previous December 1st of sick leave will be reported to MERS as wages.
- For employees hired after 9/1/13: All annual payments and termination of sick leave payments up to sick bank limits described above in C3 will no longer be included in FAC and reported to MERS as wages.
- D. The employee is required to notify his or her supervisor each day the employee is taking off on sick leave. An exception to this procedure shall be if an employee is hospitalized, he or she shall not be required to notify the Employer that he or she will be off each day. Employees shall notify their immediate supervisor promptly if they will be on sick leave. Promptly shall mean that the employee shall notify his or her Employer before the start of his or her shift. Employees who constantly fail to notify his or her Employer that he or she will not be coming to work because of sickness may not be paid sick leave pay. Proper exceptions to this procedure shall be considered based on the individual's circumstances.
- E. In excess of three (3) consecutive sick days, a doctor's note may be required.
- F. Sick leave time is to be used for sick leave only and is not to be used for added vacation time or for personal business. Any sick time taken off when an employee does not have sick time available is leave without pay and shall be considered unapproved time off subject to progressive corrective action as outlined in Article 12 of this Collective Bargaining Agreement and employer work rules.
- G. The Employer shall have the right to establish the procedures and programs for sick leave as deemed necessary for the permanent records of YCUA.
- H. Employees shall be granted two (2) eight (8) hour days as personal time for personal business as of September 1, beginning with this contract year, and on September 1 of each subsequent year of this Contract which shall not be accumulative from year to year. No explanation is needed to use personal time and approval will not be unreasonably withheld dependent on staffing levels.

- I. Absences due to illness in the employee's immediate family and medical appointments shall be considered as approved use of sick leave. The employee's immediate family shall include spouse, children, stepchildren, and parents.
- J. Sick and personal leave days shall be charged in a minimum of .25 increments.

ARTICLE 25 - HEALTH INSURANCE

- A. YCUA will provide the following health care insurance coverage for the employee and the employee's family including enrolled eligible dependents. This coverage will be in accordance with Michigan's 2011 Public Act 152: Publicly Funded Health Insurance Contribution Act, as amended and 2010's federal statute, Patient Protection and Affordable Care Act (PPACA). Said coverage to be provided within plan design levels and coverage plan years beginning January 1, 2014:

- 1. Hospitalization
- 2. Major Medical
- 3. Ambulance
- 4. Comprehensive/Preventive Maintenance
- 5. Prescription Drug Program

The above will be offered to the employees. Any employee deductions for healthcare costs will be based on annual enrollment elections.

- B. Labor/Management Health Care Committee
It is understood and agreed that a Labor/Management Health Care Committee will meet annually between June and October to review current health care expenses and potential cost-saving measures for both parties associated with plan design coverage levels. All health coverage offered will be in accordance with state and federal legislation. Any applicable legislation mandates that take effect during the duration of this Contract will be implemented as required by law. Such changes could require a change in health insurance carrier. The Committee shall be comprised of two (2) members of management and two (2) members of the bargaining committee to meet with the proposed new carrier to discuss the coverage provided by that company. The Employer shall then discuss the proposed new carrier with this Union committee before making any changes.

- C. YCUA will provide dental coverage for the employee and the employee's family including enrolled eligible dependents. The per person maximum per benefit year is one thousand (\$1,000) dollars on Class 1, Class 2, and Class 3 benefits as outlined below. Payment for Class 4 benefits have a maximum lifetime benefit of two thousand (\$2,000) dollars per eligible person. Said coverage to include:

- 1. Preventive & Diagnostic (Class 1)
- 2. Basic (Class 2)
- 3. Major (Class 3)
- 4. Orthodontics (Class 4)

- D. YCUA will provide optical coverage for the employee and the employee's family including enrolled eligible dependents. Effective September 1, 2022, the Authority will reimburse employees up to fifty (\$50) dollars for eye examinations and three hundred (\$300) dollars for lenses and frames or contact lenses per calendar year.
- E. The Employer would provide the option for each bargaining unit employee to withdraw from YCUA's health insurance/coverage provided by the Authority, if he or she is covered under the health insurance of his or her spouse or parent. An employee who chooses to withdraw would receive three thousand (\$3,000.00) dollars paid in twelve (12) equal monthly installments on the fourth pay date of the month.
1. The employee will sign a waiver of benefits form annually during the open enrollment period to receive the waiver payment. If for any reason that constitutes a "life change" (i.e. divorce, death, birth of a child, marriage, etc.) the employee must notify the Employer within thirty (30) days of the "life change" event and the Employer will provide coverage dating back to that date. However, if payment has been made for waiving the plan, the employee will have to pay back an appropriate pro-rated amount.
 2. The above option shall not be available for employees who are eligible for healthcare coverage as a dependent of another employee or retiree, including married couples, and parent-child relationships as defined by the health plan.
 3. If for any reason, this plan shall jeopardize the tax exempt status of the health benefits of other employees, the Union and Management shall meet to negotiate changes in this Agreement to conform to the tax law so that the health insurance coverage for the other employees remain tax exempt.
- F. Retiree Health Insurance
- In order to be eligible for YCUA retiree health benefits, a retiree must begin receiving MERS pension benefits within sixty (60) days from their last date of active employment with YCUA, or they must move directly from disability or medical leave status to retiree status drawing a MERS pension.
1. For retirees hired prior to September 1, 2009 and retiring on or after September 1, 2013, the Employer shall provide the same level of coverage, terms, conditions and obligations as received by active employees and the retiree's annual benefit enrollment election in Sections A, C, and D during retirement until the retiree reaches Medicare-eligible age. The retirees' benefits will change as the active employees' benefits change including applicable monthly contributions. This monthly contribution in retirement shall be capped at the contribution level in effect at the time of retirement. Retirees must enroll annually in the health plan(s) offered by the Employer during the annual open enrollment period. Retiree contributions must be made to the Employer's Human Resource Department prior to the last business day each month in order to ensure continued coverage. Failure to enroll annually and remit monthly payment will result in immediate termination of this coverage.
 2. When the retiree reaches Medicare-eligible age, the Employer will provide a Medicare supplement as if the retiree was enrolled in Part A & Part B Medicare coverages. This supplement will continue as long as the retiree lives. This supplement shall have a lifetime benefit cap as listed in the policy of not less than twenty-five thousand (\$25,000) dollars. The Employer will continue the family coverage or the Medicare supplement for the

retiree's spouse and eligible dependents so long as the retiree lives. The retiree will no longer be required to make monthly contributions to the Human Resource Department for the supplemental coverage.

3. Should the employee die prior to retirement or after, the Employer shall provide equivalent health insurance to the above A, C and D for the employee's spouse and eligible dependents, as defined by the YCUA health plan and so long as the spouse/eligible dependent(s) is the beneficiary on the employee's pension and receiving monthly payments from MERS. This coverage shall continue until the employee would have reached Medicare-eligible age, the spouse remarries, the spouse becomes eligible for other health insurance coverage, or the dependent ages out of the plan as long as the employee's spouse or eligible dependent(s) continue to pay any required monthly contributions as determined by annual enrollment elections.
- 4 Employees hired on or after 9/1/09 will not receive health care benefits upon retirement. The Authority will establish a Health Care Savings Plan and contribute one hundred (\$100) dollars per month for each employee hired after 9/1/09. The employee shall contribute a monthly pre-tax contribution as determined by the then current participation agreement. Based on current pending legislation, this Contract provision may need to be revisited during the term of this Agreement so as not to adversely impact Bargaining Unit employees.

- G. The Employer agrees to implement a Flexible Spending Account for purposes of medical and dependent care expense reimbursement.

ARTICLE 26 - LIFE INSURANCE

- A. YCUA shall pay the full cost of providing term life insurance to all employees in the amount of forty-five thousand (\$45,000) dollars death benefit effective September 1, 2022. This policy shall include double indemnity coverage for accidental death.
1. YCUA employees will be allowed to purchase an additional optional life insurance for themselves, their spouse and children. Contributions will be made weekly by payroll deduction on a post-tax basis. The employee contribution will be determined by the Group Insurance Carrier and only that amount will be charged to the employee.
- B. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of the policy from group plan must be done by the employee with YCUA assuming no responsibilities for such conversion.
- C. Employees who retire after September 1, 1980 shall be covered by paid life insurance in the amount of \$2,000 death benefit only.
The death benefit for those who retire after September 1, 1989 shall be \$5,000.
The death benefit for those who retire after September 1, 1996 will be \$10,000.
- D. Documentation of such policies, including a certificate of insurance shall be provided to an employee or retiree upon request to the Human Resource Department.

ARTICLE 27 - EMPLOYEES' PENSION PLAN

- A. Employees hired before September 1, 2013: YCUA will provide employees covered by this agreement with the following pension plan: B-2, F-55 (25 years) and FAC-3 of Act 135 of the Michigan Employees' Retirement System (MERS).

Employees hired after September 1, 2013: YCUA will provide employees covered by this agreement with the following pension plan: C-1, F-55 (25 years) and FAC-3 of Act 135 of the Michigan Employees' Retirement System (MERS).

- B. Employees shall be allowed to retire at the earliest possible date they would qualify under the pension plan and/or Social Security.
- C. Effective January 1, 2018, the employee participant will pay a 5 % contribution for the plan outlined in Section A above.

ARTICLE 28 - CLASSIFICATIONS / POSITIONS

Classification-Position

8-Custodian/Groundskeeper
9-Customer Service Cash Receipts Clerk, Administrative Assistant
11 Customer Service Billing/Collections Clerk
11 Customer Service Collections/Cash Receipts
14-Accounts Receivable/Accounting Clerk
14-Accounts Payable/Accounting Clerk
14-Information System Operator
14-Chief Stockroom Control Clerk
14-Meter Service Technician
14-Service Center Stockroom/Meter Service Relief
14-Laboratory Technician
14-Line Service Technician
15-Hydrant Maintenance/Line Staking Technician
15-Maintenance Helper
15-Wastewater Plant Operator
15-Water Distribution Operator
15-Laboratory/Industrial Surveillance Technician
16-Line Service Crew Leader**
16-Meter Service Technician II
17-Automobile Mechanic
17-Maintenance Mechanic
17-Heavy Equipment Operator

****Temporary Assignments**

ARTICLE 29 - BASE PAY SCHEDULE (see chart attached to back of Contract)

Effective on the date of Union ratification of this Agreement, those employees on active payroll shall receive a lump sum bonus equal to 3% of base pay (plus license premium).*

Effective November 1, 2022, those employees on active payroll shall receive a lump sum bonus equal to 1.4% of base pay (plus license premium).*

Effective January 1, 2023, those employees on active payroll shall receive a lump sum bonus equal to 1.4% of base pay (plus license premium).*

Effective March 1, 2023, those employees on active payroll shall receive a lump sum bonus equal to 1.4% of base pay (plus license premium).*

Effective May 1, 2023, those employees on active payroll shall receive a lump sum bonus equal to 1.4% of base pay (plus license premium).*

Effective July 1, 2023, those employees on active payroll shall receive a lump sum bonus equal to 1.4% of base pay (plus license premium).*

Effective September 1, 2023, those employees on active payroll shall receive a 3.0% base wage increase.

Effective September 1, 2024, those employees on active payroll shall receive a 3.0% base wage increase. The parties agree to reopen Article 30 Base Pay Schedule for further bargaining regarding wage rates and bonuses for the period from September 1, 2024 through August 31, 2025, if the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: U.S. City Average has increased by at least 4.0% for the most recent 12-month period as of February 1, 2024.

*Lump sum bonus payments are subject to all applicable employment taxes. They are not subject to the 5% employee pension contribution or reported to MERS as wages.

ARTICLE 30 - COST OF LIVING ALLOWANCE

- A. General. YCUA hereby agrees to pay once quarterly a cost of living allowance to each included employee. An employee is deemed included if he or she is covered by the Union contract.
- B. Index Base Period. The base period for computation of the cost of living allowance provided for herein shall be the United States National Consumer Price Index - U.S. City Average - All Urban Consumers as of September 1 of each year or the earliest date that such ratio is available after September 1.
- C. Method of Computation. After the conclusion of a quarter year YCUA, if the cost of living, as determined by the United States National Consumer Price Index, has risen or fallen over the base period, will then multiply the percentage of increase or decrease times the employee's

base rate of pay within each classification to determine the hourly increase. The hourly increase shall be multiplied times the hours actually paid to each employee during the quarter. The sum as derived after this computation shall be paid retroactively for the previous quarter year. This increase or decrease adjustment shall then be made to the employee's current hourly rate for the forthcoming quarter.

- D. Limitations. Nothing in this agreement to the contrary shall require YCUA to in any way pay an amount in excess of two and one-half (2 1/2%) percent per year over the base index as established on September 1 of each year. The 2 1/2% limitation shall be cumulative for purposes of computing the intent of the parties hereto that the maximum increase or decrease shall be 2 1/2% of the base rate of pay.
- E. Due to the increases in pension benefits, the cost of living allowance shall be frozen and not paid during the term of this contract.

ARTICLE 31 - TRANSPORTATION

Employees shall be furnished with transportation by YCUA. Any employee who is requested by the Employer to use his or her own car in the performance of his or her duties, and agrees, will receive mileage allowance, if applicable, in accordance with annual IRS standard mileage rates.

ARTICLE 32 - EMPLOYEE'S RESIDENCE

All employees shall live within 20 miles of the outer border of any community within the Authority's service area as a condition of employment. New employees shall have ninety (90) days from the date of hire to comply. An employee may apply for a waiver by sending a written request indicating the reasons a waiver is requested to the Human Resource Director or designee.

ARTICLE 33 - CLARIFICATIONS

The phrase "base rate of pay" as herein used shall mean the base pay on the pay schedule. Lawful contents, any Article or section thereof, of this Contract, found to be in violation of the laws of the State of Michigan or Federal Labor Laws, such Article or section thereof shall become null and void and both parties to this Contract shall meet to negotiate proper changes in the wording within the limits of the law. The remaining portions of the Contract shall remain in effect.

ARTICLE 34 – FALSIFICATION OF EMPLOYMENT APPLICATION

Any employee who falsifies his or her employment application in regards to information concerning criminal activities, medical history or records, or driving records shall be subject to immediate discharge if within five (5) years of his or her employment the Employer learns that he or she has falsified his or her application.

ARTICLE 35 - TRAINING

The Employer, subject to its budgetary limitation, will reimburse employees for formal training to improve their job skills. YCUA will adopt policies to afford opportunities for all employees to participate

in formal training and receive reimbursement for them. Such policies will allow, within budgetary constraints, opportunities for off-regular shift personnel to receive paid release-for-training, use of traded time, rescheduling of shift assignment for a day training up to a total of five (5) workdays in any six-month period. Training opportunities criteria for selection will be determined by (1) the scheduling/training needs of the department; (2) the requirements of requesting employees to achieve certification; (3) the number of classes most recently (last year) attended by requesting employees; and (4) the equalization of training/released time/and rescheduling opportunities among the requesting employees.

Criteria for reimbursement will be as follows:

1. All courses must be job-related.
2. Prior approval of courses must be obtained from the Human Resources Director or administrative designee.
3. An undergraduate and graduate grade of "C" or better. If no letter grade is offered then a certificate stating the employee has passed the course will be accepted.

ARTICLE 36 - ACT OF GOD

If the YCUA Executive Director declares that a certain YCUA building or buildings cannot be opened or operated due to weather conditions, natural disasters, civil disturbances or other emergencies, an employee who is told by a YCUA supervisor not to report to work or is sent home prior to the end of shift because of these conditions shall receive a minimum of four (4) hours of pay for that day. The employee may, at his/her option, deduct up to four (4) hours from his/her sick, vacation, or personal days to supplement his/her pay for that day.

ARTICLE 37 - SAFETY COMMITTEE

A Safety Committee of employees and Employer representatives is hereby established. This Committee will include equal number of representatives from the Union and the Employer. The Human Resources Director and Health and Safety Manager and the AFSCME appointed Safety Coordinator will represent their departments. (Maximum of five (5) AFSCME and five (5) Management representatives and no more than one employee from a department.)

The Safety Committee shall prepare rules regarding procedures to be followed in processing complaints regarding unsafe equipment and/or work methods. Employees shall not be held responsible for equipment which has been reported to the foreman as mechanically defective. The Employer will develop a safety program which will include the close inspection and repair by qualified personnel of all equipment.

All safety suggestions are to be investigated and the employee making the suggestion will be notified per the Safety Suggestion Program.

The Safety Committee is an advisory committee. Information generated by the Committee is to be used to help promote a safe work environment for the Authority and for no other purpose.

The Employer will notify the Union of the location of all security cameras.

The Union employee designated as Safety Coordinator shall receive twenty-five cents (\$.25) per hour in addition to his/her current rate of pay. The Union representative will be a day shift employee only, but not subject to the right to choose the day shift over senior employees for the purpose of holding this designated position.

ARTICLE 38 - NO STRIKE, NO LOCKOUT CLAUSE

The Union and the Employer agree that for the duration of this Agreement, the Employer shall not engage in a lockout of its employees, nor shall the Union engage in or encourage strikes or work stoppages that interfere with the continuity of YCUA services.

ARTICLE 39 - COMPLETE AGREEMENT

The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, except in the areas otherwise provided for in this agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement.

ARTICLE 40 – CERTIFICATIONS/LICENSES/MEMBERSHIPS

The employer will provide reimbursement for required fees associated with the obtaining of and renewal of licenses that apply to the employee's current position when they request reimbursement. Testing fees will be reimbursed for a test only if the employee passes that test and not for any previous failed tests.

Licenses applicable to positions for purposes of fee reimbursement under this Article are:

Wastewater Department- MDEQ Wastewater Operator Licenses A, B, C, D

Laboratory Department- Laboratory Analyst Certifications I, II, III, IV

Service Center (Water Distribution, Meter Department, Service Department) – MDEQ
Water Operator License S1, S2, S3, S4 and State of Michigan CDL A and B

Maintenance Department – CWEA Plant Maintenance Mechanical / Electrical
Technologist Grades 1,2,3,4 and State of Michigan CDL A and B

Auto Mechanics- State of Michigan Motor Vehicle Mechanics Certifications

ARTICLE 41 - DURATION OF AGREEMENT


This Contract shall be in full force and effective from September 1, 2022 through August 31, 2025 and year to year thereafter unless not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiration of the Contract, either party to this Contract notifies the other

party in writing that the Contract is being opened for negotiations and/or amendments. This window may be extended by mutual written agreement by both parties.

The parties agree to reopen Article 30 Base Pay Schedule for further bargaining regarding wage rates and bonuses for the period from September 1, 2024, through August 31, 2025, if the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: U.S. City Average has increased by at least 4% for the most recent 12- month period reported as of February 1, 2024.

FOR AFSCME LOCAL 3451:

 9-28-2022
Bradley Hunley, Jr., Chief Steward

 9-28-2022
Luther V Blackburn, Alternate Chief Steward

 9-28-2022
Terry Bunjik, B and G Committee

 9-28-2022
Gregory Caldwell, B and G Committee


 9-28-22
Jeffrey Zaker, B and G Committee

 10/6/22
Jeanette DiFlorio, AFSCME Council 25 Staff

AFSCME Ratification Date: August 17, 2022
YCUA Board Approval: August 24, 2022

**FOR YPSILANTI COMMUNITY
UTILITIES AUTHORITY:**

 10/17/2022
Luther D. Blackburn, Jr., Executive Director

 10/17/2022
Debra Kinde, Human Resources Director

 10/17/2022
Dwayne Harrigan, Finance Director

 11/1/22
Michael Shaffer, Director of Service Operations

 10/18/2022
John Hancock, Employer Representative

AFSCME BASE WAGE SCALE TABLE

Effective 9-1-2022

Pay Grade	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>4 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>	<u>30 Years</u>
8*	\$16.49	\$17.48	\$18.44	\$19.37	\$19.55	\$19.85	\$20.19	\$20.38	\$20.67
8**	\$19.75	\$20.91	\$22.07	\$23.23	\$23.44	\$23.78	\$24.18	\$24.52	\$24.84
9	\$20.03	\$21.21	\$22.39	\$23.58	\$23.79	\$24.14	\$24.52	\$24.85	\$25.20
10	\$20.64	\$21.85	\$23.06	\$24.27	\$24.52	\$24.86	\$25.25	\$25.60	\$25.96
11	\$21.24	\$22.48	\$23.74	\$24.99	\$25.18	\$25.52	\$25.91	\$26.27	\$26.61
12	\$21.84	\$23.12	\$24.41	\$25.70	\$25.89	\$26.23	\$26.64	\$26.97	\$27.30
13	\$22.42	\$23.74	\$25.05	\$26.38	\$26.60	\$26.92	\$27.32	\$27.67	\$28.02
14	\$23.91	\$25.33	\$26.73	\$28.14	\$28.35	\$28.68	\$29.08	\$29.42	\$29.76
15	\$24.41	\$25.84	\$27.28	\$28.71	\$28.92	\$29.25	\$29.65	\$30.01	\$30.33
16	\$25.02	\$26.48	\$27.96	\$29.42	\$29.64	\$29.98	\$30.36	\$30.71	\$31.05
17	\$25.60	\$27.11	\$28.60	\$30.11	\$30.31	\$30.66	\$31.05	\$31.39	\$31.73

Effective 09/01/2023 - 3%

Pay Grade	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>4 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>	<u>30 Years</u>
8*	\$16.99	\$18.00	\$18.99	\$19.95	\$20.14	\$20.44	\$20.79	\$21.00	\$21.29
8**	\$20.34	\$21.54	\$22.73	\$23.92	\$24.15	\$24.50	\$24.90	\$25.25	\$25.59
9	\$20.64	\$21.85	\$23.07	\$24.28	\$24.51	\$24.87	\$25.25	\$25.60	\$25.96
10	\$21.25	\$22.50	\$23.75	\$25.00	\$25.25	\$25.61	\$26.00	\$26.37	\$26.74
11	\$21.87	\$23.16	\$24.45	\$25.73	\$25.94	\$26.29	\$26.69	\$27.06	\$27.41
12	\$22.49	\$23.81	\$25.14	\$26.47	\$26.67	\$27.02	\$27.43	\$27.78	\$28.12
13	\$23.09	\$24.45	\$25.80	\$27.18	\$27.40	\$27.73	\$28.14	\$28.50	\$28.86
14	\$24.63	\$26.10	\$27.54	\$28.99	\$29.20	\$29.54	\$29.96	\$30.31	\$30.65
15	\$25.14	\$26.61	\$28.10	\$29.57	\$29.79	\$30.13	\$30.54	\$30.91	\$31.24
16	\$25.77	\$27.28	\$28.80	\$30.31	\$30.53	\$30.88	\$31.27	\$31.63	\$31.98
17	\$26.37	\$27.92	\$29.46	\$31.01	\$31.22	\$31.58	\$31.98	\$32.33	\$32.68

Effective 09/01/2024 - 3%

Pay Grade	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>4 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>	<u>30 Years</u>
8*	\$17.50	\$18.54	\$19.56	\$20.55	\$20.74	\$21.06	\$21.42	\$21.63	\$21.93
8**	\$20.95	\$22.18	\$23.41	\$24.64	\$24.87	\$25.23	\$25.65	\$26.01	\$26.36
9	\$21.25	\$22.51	\$23.76	\$25.01	\$25.24	\$25.61	\$26.01	\$26.37	\$26.74
10	\$21.89	\$23.18	\$24.47	\$25.75	\$26.01	\$26.38	\$26.79	\$27.16	\$27.54
11	\$22.53	\$23.85	\$25.18	\$26.51	\$26.72	\$27.07	\$27.49	\$27.88	\$28.23
12	\$23.17	\$24.52	\$25.89	\$27.26	\$27.47	\$27.83	\$28.26	\$28.62	\$28.97
13	\$23.78	\$25.18	\$26.58	\$27.99	\$28.22	\$28.56	\$28.99	\$29.36	\$29.73
14	\$25.37	\$26.88	\$28.36	\$29.86	\$30.08	\$30.43	\$30.86	\$31.21	\$31.57
15	\$25.89	\$27.41	\$28.94	\$30.46	\$30.68	\$31.03	\$31.46	\$31.84	\$32.18
16	\$26.54	\$28.10	\$29.66	\$31.21	\$31.45	\$31.81	\$32.21	\$32.58	\$32.94
17	\$27.16	\$28.76	\$30.34	\$31.94	\$32.15	\$32.52	\$32.94	\$33.30	\$33.66

Longevity folded into wage scale on 09/01/1999

*Hired on or after 10/01/2005 **Hired prior to 10/01/2005