

**Collective Bargaining Agreement
Between
Ypsilanti Community Utilities Authority
and
Teamsters Local 214**

January 1, 2023, through December 31, 2026



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ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Ypsilanti Community Utilities Authority (YCUA or Employer), the Employees, and Teamsters Local 214 (Teamsters or Union).

The parties recognize the essential public service here involved and that the interest of the community and the job security of the Employees depend upon YCUA's success in establishing a proper service to the community.

The parties mutually recognize the responsibility of both the Employees and YCUA to the public requires that any disputes arising between the Employees and YCUA be addressed and settled in an orderly manner without interruption of said service to the public. To these ends, YCUA and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

NOW, THEREFORE, and in consideration of the premises and mutual promises and agreements hereinafter contained, it is agreed that:

Aid to Other Organizations

YCUA will not aid, promote, or finance any labor group, organization or person which purports to engage in collective bargaining or make any agreement with any such group, person, or organization for the purpose of undermining the Union or which conflicts with this Agreement.

ARTICLE 2 - RECOGNITION

Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of Employees covered by this Agreement and listed in the Base Wages Table in Article 29.

Section 2.

Pursuant to, and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative of all Employees of the Employer included in this Bargaining Unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.

ARTICLE 3 - EMPLOYER'S RIGHTS

Section 1.

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 workforce, 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 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 Agreement.

Section 2.

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 Agreement.

ARTICLE 4 - UNION SECURITY

Section 1.

Membership in the Union shall not be compulsory. Employees who are members of the Bargaining Unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any Employee with regard to Union membership.

Section 2.

It is expected that all in the Bargaining Unit shall elect to pay to the Union, the Employees' exclusive collective bargaining representative, an amount of money equal to that paid to the Union by other Employees in the Bargaining Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues, or a reduced service fee as determined by the Union. For present regular Employees, such payments shall commence thirty-one (31) days following the date of employment. Any Employee who elects not to pay to the Union this amount of money shall submit in writing to both the Union and the Employer a statement declaring this election, according to the rules of the Local Union.

Section 3.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any Employee who so chooses any and all dues and/or initiation fees of the Union and pay such amounts to the Union, provided, however, that the Union presents to the Employer authorizations signed by the Employee allowing such deductions and payment to the Union.

Section 4.

The Union shall indemnify and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation fees and agency initiation dues as herein or hereafter provided.

ARTICLE 5 - STEWARDS

The Employer recognizes the right of the Union to designate four (4) Stewards and a Chief Steward. One of the Stewards will be designated the Alternate Chief Steward. Together, this committee will be recognized as the Bargaining and Grievance Committee. Once these Stewards are selected, their names will be submitted to the Executive Director and the Human Resources Director or their designee.

The authority of these Stewards shall be limited to and shall not exceed the following duties to the extent the performance of these functions do not interfere with the completion of the Employee's regularly scheduled duties:

1. The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.
2. The transmission of such messages and information, which shall originate with and are authorized by this Local Union or its officers, provided such messages and information:
 - a. Have been reduced to writing; or
 - b. If not reduced to writing, are of a routine nature and do not involve the interference of/or the duties to the YCUA.
3. The Stewards shall be permitted a reasonable time to investigate, present, and process grievances on the premises of the YCUA, provided the Steward has notified their immediate supervisor and received approval to be released from their normal duties. Such time will be granted when it does not interfere with the performance of the Employee's regular work duties. Such time shall be considered as time worked and compensated as such.

The Union shall be represented during contract negotiations by the Bargaining and Grievance Committee as outlined above and the designated Business Agent/Representative from the Teamster Local 214 Union. The Chief Steward shall be entitled to work on the shift that has the largest percentage of Employees, as long as there is work on that shift in the classification held by the Chief Steward.

ARTICLE 6 - STRIKE AND LOCKOUTS

The Union and the Employer agree that for the duration of this Agreement, the Employer shall not engage in a lockout of the Employees, nor shall the Union engage in or encourage any strike, work stoppage, or acts of any similar nature which would interfere with the orderly operation of YCUA.

ARTICLE 7 - SPECIAL CONFERENCE

Special conference, for the discussion of important matters (not grievances), shall be arranged between the Local Union business representative or their designee and Employer representatives within ten (10) regular scheduled working days after request of either party, unless the Union and the Employer mutually agree to an extension of time, subject to the following conditions:

1. Such meetings shall be attended by a minimum of two (2) members of the Teamsters Bargaining and Grievance Committee and may be attended by the Teamsters business agent.
2. The party requesting special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made. If

both parties have subjects they wish to discuss, they shall be limited to subjects set forth in the agenda unless the Union and the Employer mutually agree to include other subjects. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) day prior to the conference.

3. Special conferences shall be held between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

ARTICLE 8 - PROBATIONARY AND QUALIFYING EMPLOYEES

Section 1.

New Employees hired from outside YCUA shall be probationary Employees. Probationary Employees shall be provided a probationary period that will consist of the first ninety (90) working days of their employment. When an Employee completes the probationary period, they shall be entered on the seniority list of the unit as of their date of hire. There shall be no seniority among probationary Employees. The probationary Employee shall receive a monthly evaluation. The newly hired Employee (not promoted from within YCUA) will be paid according to the Base Wages Table in Article 29 and will receive all fringe benefits after thirty (30) days of employment.

Section 2.

The Union shall represent newly hired probationary Employees for the purpose of this Agreement, except there shall be no seniority of or among newly hired probationary Employees and their retention as Employees shall be strictly within the discretion of the Employer. The termination of a probationary Employee prior to the completion of the probationary period shall not be subject to the grievance procedure providing said termination is within the provisions of the applicable state and federal laws.

Section 3.

Current YCUA Employees promoted into the Teamsters' Bargaining Unit from non-Teamsters' positions shall be qualifying Employees for a period of ninety (90) days. The qualifying Employee will receive all fringe benefits under this Agreement as of the effective date of transfer into the Bargaining Unit. The qualifying Employee will receive the starting wage of the pay grade he or she has been promoted into, with wage increases pursuant to the Base Wages Table in Article 29.

Section 4.

The Union shall be notified in writing of all hiring and or promoting into the Union of new probationary or qualifying Employees within ten (10) working days from the date of hiring. Such notification will include the Employee's classification, rate of pay, name, address, phone number, and starting date. Notification is to be sent to both the Chief Steward and Alternate Chief Steward.

ARTICLE 9 - SENIORITY

Section 1.

The term "Seniority Date" as used in this Agreement shall mean the date on which an Employee began work in a position within the Teamsters' Bargaining Unit.

The term "Hire Date" as used in this Agreement, shall refer to an Employee's date of hire as a full-time Employee with YCUA. The Employee's hire date shall be used for the purpose of determining their eligibility for fringe benefits.

Section 2.

The Employer shall prepare and maintain an updated seniority list, which shall include the name, seniority date, hire date and job title of each Bargaining Unit Employee. The Employer will provide the Union with a copy of the seniority list upon request.

Section 3. Loss of Seniority

An Employee shall lose their seniority and status as an Employee if they:

1. quit,
2. retire,
3. are discharged and the discharge is not reversed through the grievance procedure,
4. are absent from work for three (3) consecutive working days without notifying the Employer unless there are verifiable extenuating circumstances,
5. fail to return to work within five (5) working days from the Employee's receipt of mailing of the notice of recall from layoff by the Employer unless there are verifiable extenuating circumstances,
6. fail to return from sick leave or a leave of absence within three (3) working days after termination of their leave unless there are verifiable extenuating circumstances,
7. have been on layoff for a period of time equal to their seniority at the time of their layoff or one (1) year, whichever is greater,
8. accept a redemption of a Workers' Compensation Claim, or
9. are found working for wages in a manner that would jeopardize the Employee's timely return while on paid or unpaid leave of absences unless authorized by the attending physician and prior written approval is received by the YCUA Human Resources Director.

Section 4.

When a Teamsters Bargaining Unit member accepts a promotion within YCUA but outside the Bargaining Unit they will be allowed a thirty (30) day period to return to their former position in the Bargaining Unit without loss of seniority or bias.

Section 5.

A Bargaining Unit Employee who accepts employment with YCUA outside of the Teamsters' Bargaining Unit will have all accumulated Teamster seniority frozen. If the Employee returns to the Teamsters' Bargaining Unit, their seniority will begin to accumulate from the point at which it was frozen.

ARTICLE 10 - LAYOFFS

Section 1.

When Employees are laid off, the following procedure shall apply:

1. Employees shall be laid off in inverse order of Bargaining Unit seniority within their department classification.
2. Employees who are laid off may bump downward or laterally into any position they have previously held within the Bargaining Unit provided they possess the qualifications and ability to perform the work with minimum training and supervision, and provided that the Employee has more seniority than the least senior Employee in that position. The determination of the Employee's qualifications and ability will be made by the Employer. Training shall be ten (10) days.

Section 2.

The Employer shall give written notice of any pending layoff to the Employee and the Union. Such notice shall state the reason therefor and shall be provided at least thirty (30) days before the effective date of the layoff.

Section 3.

Recall of laid off Employees shall be in inverse order of layoff. Notice of recall shall be sent to the Employee at the last known address by certified mail. 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 the Employer informed of their current address.

Section 4.

1. All Teamsters members that are on layoff status shall be contacted by the Employer when there is a vacancy/posting that has not been signed by a current working Teamsters member prior to the position being posted for any other Bargaining Unit to sign.
2. All Teamsters members on layoff status shall be contacted by the Employer when any vacancy/posting is not filled prior to the Employer listing the position as available for the general public.
3. All Teamsters positions shall be filled pursuant to Article 11, Section 1.

Section 5.

An Employee on layoff shall have their seniority frozen as of the effective date of a layoff until such time that they are recalled to work or pursuant to Article 9, Section 3.

ARTICLE 11 - VACANCIES

Section 1.

When a regular, full-time position becomes vacant, the Employer will determine if it will be filled. If the vacancy is not posted within twenty (20) days, the position shall be considered abolished upon written notification to the Chief Steward and Alternate Chief Steward. Posting of

a position will be made as soon as possible. Postings shall be on bulletin boards where they can be seen by all Employees for five (5) working days. All Teamster positions shall be posted initially for Teamsters only. The postings shall include a job description and the reasonable minimum qualifications for the job. Job awards shall be made within thirty (30) working days. The Chief Steward and Alternate Chief Steward shall be given written notification of all Teamsters who are successful or rejected in the bid process. The Employee who is awarded the job shall be placed in the new position as soon as an adequate replacement if needed, is secured. Members of the Teamsters' Bargaining Unit shall be considered first when filling Teamster positions, provided they have the necessary qualifications.

Section 2. Newly Promoted Teamster from Inside the Bargaining Unit

Once awarded the position, the newly promoted Teamster will be given a ninety (90) day qualifying period. The newly promoted Teamster will receive the wage pursuant to the Base Wages Table in Article 29 based upon years of service in the Teamster Bargaining Unit. During this time if their performance does not meet the level of their department's standards, they will be given written notification of the observed performance deficiencies and an opportunity to correct them. If the newly promoted Teamster does not show measurable improvement in an agreed upon time frame, they will be disqualified and will be returned to the Teamster position formerly held without loss of seniority or bias.

Section 3. Newly Promoted Teamster from Outside the Bargaining Unit

The newly promoted Teamster from outside the Bargaining Unit will be given a ninety (90) day qualifying period and shall be afforded all benefits as described in ARTICLE 8 – PROBATIONARY & QUALIFYING EMPLOYEES. During this time if their performance does not meet the level of their department's standards, they will be given written notification of the observed performance deficiencies and an opportunity to correct them. If the newly promoted Teamster does not show measurable improvement in an agreed upon time frame, they will be disqualified and will be placed on layoff status until a position opens up within YCUA that he or she can post for, unless YCUA allows the Employee to return to their former position held.

Section 4. Newly Hired Teamster from Outside of YCUA

The newly hired Teamster from outside of YCUA will be given a ninety (90) working day probationary period. The newly hired Teamster shall be afforded all benefits as described in ARTICLE 8 – PROBATIONARY & QUALIFYING EMPLOYEES.

1. Probationary Employees. During this time if the Employee's performance does not meet the level of their department's standards, they will be given a written notification of the observed performance deficiencies and an opportunity to correct them. If the newly hired Teamster does not show measurable improvement in an agreed upon time frame, they will be terminated.

Section 5.

The Chief Steward and the Alternate 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. The Employer and the Union shall meet to negotiate rates of pay for any new position or changed position. All or any job descriptions shall be made available to the Union upon request to the Human Resources Director or their designee by the Chief Steward.

Section 6.

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 sixty (60) working days, it shall be re-posted.

Section 7.

When a position is posted and not bid on, the Employer shall have ninety (90) days to fill the position or it shall be re-posted.

Section 8.

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 the Employer, with copies to all parties.

ARTICLE 12 - TEMPORARY ASSIGNMENTS

Temporary assignments may be for a period of more than thirty (30) days, but not more than one hundred twenty (120) days. Temporary assignments of a longer period will be discussed with the Union and mutually agreed to in writing.

Temporary assignments to fill vacant positions shall be offered to qualified Employees within the Bargaining Unit in order of seniority, the most senior qualified person being offered the position first with notification to the Chief Steward. The identified qualified person shall meet the minimum qualifications as listed for the position. If all qualified Employees reject the offer, the lowest senior qualified Employee may accept the temporary assignment or it may be assigned to a non-Bargaining Unit Employee. If the assignment is offered to a non-Bargaining Unit Employee, the Employee shall meet the minimum qualifications for the position. If no qualified Employees elect to fill the temporary assignment, the Employer will exercise rights pursuant to Article 3.

Time worked in a higher classification or any Bargaining Unit classification, in a temporary position/assignment by an existing Teamsters member shall count toward the qualification period, if the Employee is awarded and assumes that position on a permanent basis within one (1) year.

No temporary assignment assumed by a Bargaining Unit member will cause a pay reduction, but if the temporary assignment is a position that pays more than the Employee is now receiving, such pay adjustment will be made at the time of assignment.

ARTICLE 13 - EDUCATIONAL OPPORTUNITY

Section 1.

YCUA will provide to Employees, based on budget limitations, the opportunity to take job-related courses at an accredited college or university or community college through the reimbursement of educational expense. Employees must receive prior approval from the Human Resources Director or their designee with respect to any course taken. In those cases in which reimbursement is approved, the Employee shall advance the cost of all tuition and shall be reimbursed by YCUA upon the satisfactory completion of each course. Satisfactory completion

shall require a "C" or better in undergraduate work and a "B" or better in graduate work. Evidence of satisfactory completion is required in those courses where grades are not awarded.

Section 2.

The Employer will pay for all educational programs that are required for an Employee to maintain any license or certification that is required for their position. The Employer will provide paid release time for the purpose of attending classes to maintain such licenses, provided this does not disrupt its operation.

Section 3.

The Employer shall reimburse Employees for mileage at the current Internal Revenue Service standard mileage rate for reimbursement for the use of a personal vehicle to attend training, seminars, conferences, and license classes or furnish a vehicle for that purpose.

Section 4.

The Employer shall reimburse Employees for the application and/or renewal of all fees for any license and certification held by the Employee that is required for their position.

ARTICLE 14 - 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:

Section 1. Family Medical Leave Act (FMLA) Qualified Leave

Employees will be afforded all rights required by the FMLA.

- 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 Agreement.
- b. Employees will be required to exhaust their available Paid Time Off (PTO) time during their leave, except that the employee may, at their option, retain up to forty (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 PTO during the FMLA leave.
- e. Seniority will continue to accrue during the FMLA leave.
- f. If an employee on FMLA leave is found to be working another job with duties that violate their medical restrictions, subject to the provisions of the FMLA, their employment with YCUA shall be terminated immediately. The Employee shall be notified by certified mail of the termination.

Section 2. Leave to Care for an Infant Child Beyond FMLA Entitlement

Leave to care for infant children is not to exceed one hundred and twenty (120) days. The Employee will continue to accumulate seniority and PTO during the leave. These leaves will be concurrent with and not in addition to any FMLA leave. The first twelve (12) weeks are designated as FMLA leave. Employees will be required to use their available PTO during their leave. Once all leave time is exhausted the remainder of the leave will be without pay.

Section 3. Other Medical Leave

If the Employee does not qualify for FMLA, duty-disability leave, or short-term disability leave, they may have their job preserved for up to three (3) months. After exhaustion of the Employee's PTO banks, this leave will be without pay. An Employee may keep their medical, dental and vision benefits during this leave. All other benefits will cease during this leave and seniority will be frozen. The Employer has the right to request an independent examination by the company physician to determine the feasibility of the medical leave of absence. The maximum leave granted under this Section will be three (3) months within a rolling twelve (12) month period measured backward from the first date of the leave.

Section 4. Short-Term Disability Leave

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 sixty percent (60%) of the Employee's current hourly wage as of the last day worked to a maximum of nine hundred dollars (\$900.00) per week for the first one hundred eighty (180) 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 PTO during the thirty-one (31) calendar day elimination period.
- c. Employees will be allowed to supplement their short-term disability payments during their leave with accrued PTO so long as they communicate with the Human Resources Department and the supplement does not exceed one hundred percent (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.

Section 5. Long-Term Disability Leave

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 sixty percent (60%) of the Employee's current hourly wage as of the last day worked to a maximum benefit of three thousand, six hundred eighty-four dollars (\$3,684) per month less any other

income benefits, with a minimum benefit of fifty dollars (\$50) 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 eighty (180) days or the date the Employee's short-term disability benefits end.

- b. The following benefits will cease at the commencement of a long-term disability leave: medical, dental, vision, accrual of PTO 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.

Section 6. Workers' Compensation Leave

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 the Employee's current rate of pay for a period of six (6) months. The Employee will have all accumulated PTO benefits earned prior to the loss time injury frozen until he or she returns to work. At the end of the initial one (1) year period, if the Employee is still unable to return to work even with accommodations, then they will be placed on an unpaid medical leave.
- b. As long as the Employee is eligible and receives Workers' Compensation payments, the Employer shall continue the following benefits during the initial one (1) year period: medical, dental, vision, short-term disability, long-term disability, life insurance, PTO accrual, and accrual of seniority.
- c. If the Employee's claim is redeemed or the Employee takes a duty-disability retirement, this will end all obligations of the Employer to provide benefits or payments to the Employee that are provided under the Workers' Compensation leave provision of Article 14.
- d. After the initial one (1) year period, the medical, dental and vision coverage shall continue as long as the Employee is eligible and receives a Workers' Compensation payments. The life insurance coverage may qualify for a waiver of premium by the insurance carrier or the Employee may apply to convert the life insurance coverage into an individual policy. Accrual of seniority and PTO will cease.
- e. Time away from work under a Workers' Compensation claim will not be deducted from an Employee's accrued PTO bank. However, the Employee shall have the option of supplementing Workers' Compensation benefits received with PTO time, up to the Employee's weekly base rate of pay by contacting the Human Resources Department.

Section 7.

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 14.

Section 8. Non-Medical Leaves

a. Educational Leave

Educational leave for one semester to attend college, trade or vocational school for job-related instruction based on the needs of YCUA. The Employee may continue their medical, dental and vision benefits by making Consolidated Omnibus Budget Reconciliation Act (COBRA) arrangements with the Human Resources Department.

b. Personal Leave

Any Employee may request a leave of absence by submitting the request in writing to their direct supervisor or department head who will send the request to the Human Resources Director or their 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 period of one year, except as specifically set forth in each section. Except as specifically set forth herein, benefits to the Employee under this Agreement cease at the time the leave of absence commences. Benefits such as PTO time and rights under the pension plan accumulated prior to the leave of absence shall be maintained until the Employee returns to work. However, the Employee shall retain their accumulated seniority as of the date that the leave of absence begins. An Employee on a leave of absence shall not accumulate seniority while on the leave of absence from employment. An Employee who takes a leave of absence for one hundred eighty (180) days or less will be returned to their former position upon return from the leave. An Employee on leave of absence longer than one hundred eighty (180) days shall be returned to the first available position for which he or she meets the minimum qualifications. Subject to, and consistent with, the group health insurance plan, coverage may be continued during the leave of absence provided COBRA arrangements are made with the Human Resources Department.

c. 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.

d. Elected Position

If an Employee is elected to Public or Union Office and is on leave without pay, they may return to work under the following conditions: When the end of the term of office for the elected official has been determined and the Employee has decided to return to work with YCUA, the Employee must submit written notification of their intent to return and that their length of time away from YCUA did not exceed their seniority with YCUA. The Employee will be allowed to fill the first posted position for which they meet the minimum qualifications, as determined by the Employer.

e. Bereavement

An Employee who suffers a death in their immediate family shall be granted four (4) consecutive workdays paid bereavement leave. The leave shall be taken within two weeks of the death. A member of the Employee's 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, they will receive one additional consecutive paid bereavement leave day. Documentation in the form of proof of death must be provided for all bereavement leaves. Additional time for bereavement may be requested from the Employee's PTO bank. 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 to a maximum of thirty (30) working days. Any Employee who is off on bereavement leave is not eligible or available for overtime.

f. Short-Term Leaves

Leave without pay for short periods of time, not to exceed thirty (30) days, 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 with the number of days on leave and the reason for such leave. The leave slip shall indicate approval or disapproval by the Employee's immediate supervisor and the Human Resources Director. Leave without pay for less than three days may not be granted until an Employee has exhausted their PTO bank. However, leave without pay may be used at the Employee's option when an Employee is tardy less than fifteen (15) minutes.

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.

Employees will be required to contact the Human Resources Department for the continuation of medical, dental, vision, and 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 15 - PAID TIME OFF (PTO)

The Employee is accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other needs that require time away from work. This leave time is inclusive, containing provisions for vacation, sick, and personal time.

Section 1.

Employees will accrue 1/12th of their annual PTO benefit monthly on the day of their hire date. PTO benefits will accrue beginning at the hire date and become available to the Employee after thirty (30) days of employment.

Section 2.

Employees hired before 9/1/2013 will accumulate PTO benefits based on the following schedule:

Start date up to 5 years of service	29 days per year / 232 hours
5 years of service up to 10 years of service	34 days per year / 272 hours
10 years or more of service	39 days per year / 312 hours

Employees hired on or after 9/1/2013 will accumulate PTO benefits based on the following schedule:

Start date up to 5 years of service	25 days per year / 200 hours
5 years of service up to 10 years of service	30 days per year / 240 hours
10 years or more of service	37 days per year / 296 hours

Section 3.

In the scheduling of PTO, preference will be given to senior Employees. To request PTO, the Employee must submit a leave request through the YCUA payroll system. Whenever possible, PTO must be scheduled in advance for time off for vacations, personal leave appointments or other reasons. PTO time shall be used in 15-minute increments.

Section 4.

Unplanned absences of more than three (3) consecutive days may require a physician's note.

Section 5.

Employees shall not be allowed to take more than six (6) consecutive weeks of PTO at any one time.

Section 6.

Unused PTO will be accumulated and available to be used in subsequent years. The maximum number of accumulated hours of paid time off is 640 hours (80 days). As of December 31, any hours in the PTO bank in excess of 640 hours will be paid at Employee's then current rate of pay. Payment will be made in the month of January. This amount will be reported to Municipal Employee's Retirement System (MERS) as wages.

Employees hired on or after 9/1/2013, unused PTO will be accumulated and available to be used in subsequent years. The maximum number of accumulated hours of paid time off is 480 hours (60 days). As of December 31, any hours in the PTO bank in excess of 480 hours will be paid, at Employee's then current rate of pay. Payment will be made in the month of January. This amount will be reported to MERS as wages.

Section 7.

Upon retirement or termination of employment, the Employee will be paid at their then current rate of pay for all unused PTO hours (100%) in their bank and reported to MERS as wages according to the following:

Employees hired before 5/31/1990 will have one hundred percent (100%) of this accumulated PTO payment reported to MERS as wages.

Employees hired on or after 6/1/1990 will have seventy-five percent (75%) of this accumulated PTO payment reported to MERS as wages.

Employees hired on or after 9/1/2013 will have fifty percent (50%) of this accumulated PTO payment reported to MERS as wages.

per year. Employees who are not enrolled in YCUA's health insurance program may earn up to 16 hours of paid time off.

ARTICLE 20 - HOLIDAYS

Section 1.

The following holidays shall be observed:

- The day before New Year
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- 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.

When a holiday falls on a Sunday, it shall be observed on the following Monday, and when a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 2.

Each full-time Employee, other than an Employee on a layoff or on any leave of absence, shall receive eight (8) hours pay at their regular rate for the holiday.

Section 3.

In addition to the holiday pay provided above, an Employee who works on the holiday will be paid for the time worked at the double time rate, two (2) times their regular rate. An Employee must be scheduled to work and the schedule must be approved by the Employee's immediate supervisor before the Employee works on a holiday. Employees called into work on a holiday because of an emergency shall also receive double time for the time worked on the holiday.

ARTICLE 21 - WORK RULES

YCUA may provide Work Rules for use in its operations with a copy posted in each building. If any conflict arises between the rules and this Agreement, this Agreement shall take precedence.

ARTICLE 22 - WORK SCHEDULE

Section 1.

The Employer shall have the right to determine reasonable schedules of working hours and days, including the assignment of leave days and to establish the method and processes by which such work shall be accomplished.

YCUA will allow an Employee who has worked overtime to delay their normal shift start time and extend the shift ending time by up to 1 hour (60 minutes), without having to use PTO time. The Employee must work eight (8) hours. The purpose is to allow an Employee to obtain additional rest or to attend to other personal business. This will apply only to events where an Employee was required to work at least sixty (60) minutes of YCUA overtime within the eight (8) hours previous to their regular shift. The Employee must notify their supervisor at least sixty (60 minutes) minutes prior to the normal shift start time.

YCUA will provide a seven (7) calendar day advance notice of a change to the Employees work hours or daily schedule. This notice requirement does not apply to overtime, training or emergencies.

Section 2. Regular Schedule

The regular work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Sunday. It is recognized by the Union that scheduling work is the Employer's right. Alternate work schedules of less than five (5) consecutive eight (8) hour days shall at minimum consist of eighty (80) hours bi-weekly. It is recognized by YCUA that such scheduling must not be arbitrary or capricious.

Section 3.

The Employer has the right to schedule overtime as required.

Section 4. Overtime

Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight hours per day or forty (40) hours per week for Employees on a regular work schedule. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per week for Employees on an alternate work schedule. Double time will be paid for hours worked on Sunday provided the Employee has worked forty (40) straight hours during the work week. Holiday pay and PTO will be counted as time worked under this provision.

Section 5.

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.

Section 6.

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 workweek of the Employee.

Section 7. Call-Back

When an Employee is called to return to work, work begins at the time the Employee arrives at the job site. The Employee will be paid for the hours worked at time and one half (1½) their regular rate of pay, starting at the time they arrive at the job site. The minimum payment for call-back shall be three (3) hours paid at time and one half (1½). It is understood any Employees eligible for call-back will respond within time to properly assist in addressing the overtime emergency.

Section 8. Rotational On-Call Pay

Employees assigned to a specific rotational on-call schedule will receive seventy-five (75%) percent of their hourly pay rate for each designated weekday (i.e., Monday through Friday) for which they are on-call; and one hundred (100%) percent of their hourly pay rate for each designated weekend day (i.e., Saturday and Sunday) for which they are on-call. A designated on-call day shall be defined as a day when the Employee is the first Employee to be called on a defined departmental schedule. The only positions that qualify for Rotational On-Call Pay shall be T&D Foremen, Maintenance Supervisors, and WWTP Foremen. The T&D Supervisor and WWTP Supervisor will also qualify for Rotational On-Call Pay when they participate in a specific rotational on-call schedule within their department. Rotational On-Call Pay shall only be paid to one Employee within the department on a designated day. An Employee being paid for Rotational On-Call Pay is not eligible for pay under Section 10 - After Hours Compensation. If an additional Employee is called for an issue that arises outside of normal business hours, they will be eligible for pay under Section 10 - After Hours Compensation.

Employees receiving Rotational On-Call Pay are expected to accept all calls during their defined on-call period. Failure to respond to calls and/or an inability to report to the work site within one (1) hour of gaining knowledge of an urgent issue, may result in corrective action.

Section 9. Continuous On-Call Pay

Employees recognized to be on-call in departments where the expectation is to be available for issues that may arise outside of normal business hours on a continuous basis will receive twenty-five (25%) percent of their hourly pay rate for each designated on-call day. The only positions that qualify for Continuous On-Call Pay shall be T&D Supervisor, Water System Supervisor, Meter Foreman, and WWTP Supervisor. Continuous On-Call Pay shall only be paid to one Employee within the department on a designated day. An Employee being paid for Continuous On-Call Pay is not eligible for pay under Section 10 - After Hours Compensation. Continuous On-Call Pay will not be paid to the Employee when they are on PTO or have been approved to not be on-call.

Employees receiving Continuous On-Call Pay are expected to accept all calls during their defined on-call period. Failure to respond to a call may result in corrective action.

Section 10. After-Hours Compensation

If an Employee responds to a call on work-related matters outside their regular scheduled shift, they will be considered as working and paid under applicable legislation requirements. For the purpose of this Section, a response is defined as answering a call or text message or returning a missed call or text message before the matter is resolved. These Employees will maintain a detailed logbook of their after-hour compensable time. Each logged call is to include the time of the phone call, caller, and work-related matter addressed. The Employee will receive 1 hour (60 minutes) at time and one-half per day for each day they respond and act upon events including a phone call, text message or if they are required to monitor VTSCADA. Employees who respond and act upon additional phone calls, text messages or who monitor VTSCADA, after the initial occurrence, shall be paid time and a half for the actual time worked, when the total time spent exceeds 60 minutes, including the initial event time. Compensable VTSCADA events are limited to those events that cannot be reasonably held off until the next business day and/or may avoid consequences detrimental to YCUA. In addition to the above, the Engineering Manager will be compensated when responding to a business-related email that requires an immediate response.

Communication received or read by an Employee from any source that is intended as information only is not compensable.

For purposes of this Section, a day will be defined as 12:00 am - 11:59 pm. If an Employee reports to work as the result of an after-hours phone call, payment will only be in accordance with Sections 4 or 6 and not pursuant to this Section. Therefore, only actual time spent on the logged call will be considered time worked. For example, if an Employee responds to an after-hours call for 5 minutes and then is subsequently called back to work later during the same day and works 2 hours, the Employee will be paid a minimum of 3 hours as defined in Section 6. Alternatively, if an Employee responds to an after-hours call for 5 minutes and then is subsequently called back to work at a later time during the same day and works 3 hours, the Employee will be paid for 3 hours and 5 minutes.

Section 11.

Employees on the afternoon and midnight shifts shall receive the following shift premiums:

	Afternoons	Midnights
1/1/2019	1.80	2.00

Section 12. Special Premium Pay

Special premium pay shall be paid to all Employees who are certified by virtue of licenses issued by the Department of Environment, Great Lakes, and Energy or the Michigan Water and Environment Association 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.

EGLE A	Sewage Treatment Works Operator	\$.70 per hour
EGLE B	Sewage Treatment Works Operator	\$.50 per hour
EGLE C	Sewage Treatment Works Operator	\$.40 per hour

The only positions that qualify for Sewage Treatment Works Operator certification premium pay shall be WWTP Shift Foreman, WWTP Supervisor, Compliance Supervisor, Lab Supervisor, and Health and Safety Specialist.

MWEA	L-4 Laboratory Analyst	\$.70 per hour
MWEA	L-3 Laboratory Analyst	\$.50 per hour
MWEA	L-2 Laboratory Analyst	\$.40 per hour

The only position that qualifies for Laboratory Analyst certification is the Lab Supervisor.

MWEA	ECI-4 Environmental Compliance Inspector	\$.70 per hour
MWEA	ECI-3 Environmental Compliance Inspector	\$.50 per hour
MWEA	ECI-2 Environmental Compliance Inspector	\$.40 per hour

The only position that qualifies for Environmental Compliance Inspector certification premium pay shall be the Compliance Supervisor.

EGLE	S-1 Waterworks System Operator	\$.70 per hour
EGLE	S-2 Waterworks System Operator	\$.50 per hour
EGLE	S-3 Waterworks System Operator	\$.40 per hour

The only positions that qualify for Waterworks System Operator certification premium pay shall be the Transmission and Distribution Supervisor, Transmission and Distribution Foreman, Meter Department Foreman, Water System Supervisor, Engineering Manager, Engineer, and Health and Safety Specialist.

MWEA	C-4 Collections Systems Maintenance	\$.70 per hour
MWEA	C-3 Collections Systems Maintenance	\$.50 per hour
MWEA	C-2 Collections Systems Maintenance	\$.40 per hour

The only positions that qualify for Collections Systems Maintenance certification premium pay shall be the Engineering Manager; and Engineer.

MWEA	Grade 4 Mechanical Technologist	\$.70 per hour
MWEA	Grade 3 Mechanical Technologist	\$.50 per hour
MWEA	Grade 2 Mechanical Technologist	\$.40 per hour

The only positions that qualify for Mechanical Technologist certification premium pay shall be the Maintenance Supervisor.

OSHA Health and Safety Designation agreeable to YCUA \$1.60 per hour.

The only position that qualifies for the OSHA premium pay shall be the Health and Safety Specialist. Health & Safety Designation Premium Pay will be removed and re-evaluated when the current Employee vacates the position.

The only license to be paid will be for the highest certification series held by the Teamster with only one premium paid.

If approved by the Executive Director, an Employee may receive up to one dollar and sixty cents (\$1.60) per hour for an advanced certification or advanced degree applicable to their position.

This adjustment will be made to the Employee's base wage. If the adjustment is for an advanced certificate, the adjustment will only be paid as long as the certification is maintained.

Section 13.

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 two (2) times per year; during the first two (2) weeks of March each year and shall become effective the first work week in April and during the first two (2) weeks in August of each year and shall become effective the first work week in September. This choice shall be binding until the next shift preference selection period becomes effective. However, after August, shift change may only be allowed when there is a vacancy or an opening in that classification, and the new Employee is qualified for 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 next scheduled shift preference selection. This shift preference shall not take effect until the Employee has successfully completed their qualifying period.

ARTICLE 23 - GENERAL PROVISIONS

Section 1. Computation of Benefits

Any compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

Section 2. Payroll Deduction

The Employer agrees to deduct from each Employee, who so authorizes it in writing, a specified sum each and every payroll and pay this sum to a designated financial institution not less frequently than weekly. The Employee may revoke at any time this authorization and assignment by filing with the Employer and the designated financial institution a statement in writing that he or she does not wish the Employer to continue making such deductions provided that such revocation shall not be effective for one week from the date it is received by both the Employer and the designated financial institution.

Section 3. Operational Changes

Prior to any major operational changes being implemented, the Employer shall notify the Union of such changes and a meeting will be arranged between representatives of YCUA and the Union to explain and discuss the changes.

Section 4. Visiting Operation of Employer

Upon notification to the Human Resources Director or their designee, authorized representatives of the Union shall be permitted to visit the operations of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 5. Examination of Records

Upon request to the Human Resources Director, 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 or any other records of the Employee pertaining to a specific grievance, at a

reasonable time with the Employee's consent. If the records requested are such that copies cannot be released, the Employer shall work to both schedules and allow the affected Employee to be present for the review of these records during normal business hours.

Section 6. Legal Assistance

The Employer will provide to the Employee such legal assistance as will be required or needed as a result of the acts occurring when and while said Employee is in the performance of their duties and responsibilities. Such legal assistance may not be provided in cases of criminal prosecution or cases where YCUA is an adverse party. If such assistance is denied, YCUA Board of Commissioners shall provide the reason for denial in writing. Any denial may not be arbitrary or capricious.

Section 7. Protective Clothing/Safety Shoes/Cold Weather Gear

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, 2023 - \$265

Effective January 1, 2024 - \$280

Effective January 1, 2025, and each calendar year thereafter - \$295

ARTICLE 24 - CORRECTIVE ACTION

Section 1.

Corrective Action shall be only for just and stated cause with the Employee having the right to defend himself or herself against any and all charges. It is understood by both parties to this Agreement, to agree to the principles of progressive Corrective Action.

Section 2.

An Employee subject to disciplinary measures shall have the right to representation by two members of the Bargaining and Grievance Committee unless this right is waived by the Employee or Union. This waiver shall be noted in writing and forwarded to the Chief Steward.

Section 3.

An Employee that is subject to any meetings with the Employer relating to the investigation of matters that may lead to Corrective Action by the Employer shall be represented by two members of the bargaining and grievance committee unless this right is waived by the Employee or Union. This waiver shall be noted in writing and forwarded to the Chief Steward.

Section 4.

An Employee may be suspended and subject to discharge pending an investigation and meeting between the Executive Director and Human Resources Director and two (2) members of the Bargaining and Grievance Committee. It shall be the responsibility of the Union to request that such a meeting be held. Request for a meeting may be made by a phone call to the Human Resources Director or their designee. Such meeting shall take place within two (2) working days after the Employee has been suspended. In the event the results of investigation and meetings herein do not settle the issue, the Union shall have the right to refer the matter to Section 2 of the grievance procedure.

ARTICLE 25 - PAST RECORD

Section 1.

The Employer shall not use an Employee's past record for imposing disciplinary action after a period of two (2) years from the date of the infraction.

Section 2.

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

ARTICLE 26 - EMPLOYEE'S RESIDENCE

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

All Employees are required to notify the Employer of any changes to their current address.

ARTICLE 27 - GRIEVANCE PROCEDURE

Section 1.

Any Employee who has a grievance concerning their employment may verbally present said grievance to their immediate supervisor. An Employee when verbally presenting the grievance to their immediate supervisor may request to have a Steward present. If the grievance is not resolved within twenty-four (24) hours the grievant shall reduce the grievance to writing.

Section 2.

The written grievance shall be filed with the Human Resources Director or their designee. Said grievance must be filed within seven (7) calendar days of the occurrence giving rise to the grievance.

Section 3.

Within seven (7) calendar days of the receipt of the grievance, the Human Resources Director or their designee shall schedule a meeting with the Steward, Chief Steward, Teamster Business Representative, and Grievant in order to resolve this matter. This meeting should be set within fourteen (14) calendar days at YCUA facilities during regular business hours. Within seven (7) calendar days after this meeting, the Human Resources Director or their designee will set forth in writing their decision and reasoning on this matter. If the issue remains unresolved after receipt of the Human Resources Director or their designee answer, within ninety (90) calendar days, the Union may request arbitration. Failure to request arbitration within ninety (90) calendar days from the denial of the grievance by the Employer shall be conclusive that the Union accepts the Employer's last answer.

Section 4.

Selection of an arbitrator is to be made through the Michigan Employment Relations Commission (MERC) in accordance with the policies of the MERC.

Section 5.

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 Agreement.

Section 6.

The decision of the arbitrator shall be final and binding on all parties. An arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

Section 7.

Cost of the arbitration fee shall be paid equally between both parties.

ARTICLE 28 - PAY CLASSIFICATIONS

Pay Grades	Classification
2	Coordinator Position
3	Foreman Position
4	Engineer or Specialist Position
5	Supervisor Position
6	Manager Position

Classifications within each Pay Grade shall be paid the same base wage in addition to relevant license/certification premiums as defined in Article 22, Section 12.

ARTICLE 29 – BASE WAGES

Effective on the date of Union ratification of this Agreement, those Employees on active payroll shall receive a lump sum bonus equal to 4% of base pay (plus license premium).*

Effective January 1, 2024, those Employees on active payroll shall receive a lump sum bonus equal to 3.5% of base pay (plus license premium).*

Effective July 1, 2024, those Employees on active payroll shall receive a lump sum bonus equal to 3.5% of base pay (plus license premium).*

Effective January 1, 2025, those Employees on active payroll shall receive the greater of a 3.0% base wage increase or the same increase AFSCME received for the period September 1, 2024 through August 31, 2025.

Effective January 1, 2026, those Employees on active payroll shall receive a 3.0% base wage increase.

*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.

January 1, 2025 3%

<u>Pay Grade</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
1	\$28.75	\$29.34	\$29.94
2	\$31.61	\$32.29	\$32.94
3	\$35.57	\$36.32	\$37.05
4	\$38.04	\$38.83	\$39.61
5	\$38.30	\$39.08	\$39.83
6	\$40.06	\$40.89	\$41.73
7	\$40.33	\$41.18	\$42.01

**January 1, 2026 Greater of a 3.0% base wage increase or the same increase AFSCME
Local 3541 receives for the period September 1, 2024 through August 31, 2025.**

<u>Pay Grade</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
1	\$29.61	\$30.23	\$30.84
2	\$32.56	\$33.26	\$33.93
3	\$36.63	\$37.41	\$38.16
4	\$39.18	\$40.00	\$40.80
5	\$39.44	\$40.25	\$41.03
6	\$41.26	\$42.12	\$42.98
7	\$41.54	\$42.41	\$43.27

ARTICLE 30 - SEPARABILITY AND SAVINGS CLAUSE

Section 1.

In the event that during the term of this Agreement any provisions contained herein are made invalid by federal or state laws or declared invalid by any court of competent jurisdiction, it is agreed that such provisions shall thereupon be inoperative, but this shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2.

In the event that any provision of the Agreement is held invalid as set forth above, the parties shall meet for the purpose of negotiating changes made necessary by the applicable laws or decree.

ARTICLE 31 - WAIVER CLAUSE

The parties acknowledge that during the 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, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to

or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 32 - DURATION OF AGREEMENT

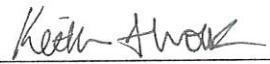
This Agreement shall be in full force and effective from January 1, 2023 to and including December 31, 2026, and shall continue to be in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. There is, however, no retroactivity for any items wherein there was increased benefits, i.e., Sickness & Accident Policy, et cetera. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to September 1 of any subsequent contract year advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.


FOR TEAMSTERS LOCAL 214:



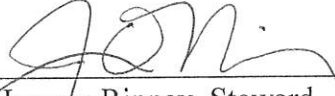
Scott Westover, Chief Steward




Keith Shock, Alternate Chief Steward



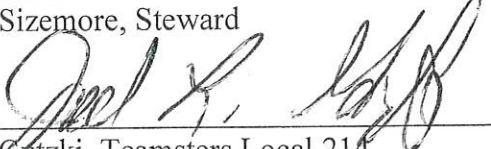
Tony Priess, Steward



Jeremy Rippey, Steward



Eric Sizemore, Steward



Joel Gutzki, Teamsters Local 214

FOR YPSILANTI COMMUNITY UTILITIES AUTHORITY:



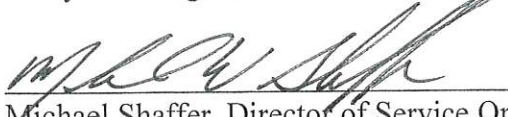
Luther D. Blackburn, Jr., Executive Director



Debra Kinde, Human Resources Director



Dwayne Harrigan, Finance Director



Michael Shaffer, Director of Service Operations

Teamsters Local 214 Ratification Date: December 12, 2022

YCUA Board of Commissioners Approval Date: December 21, 2022