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8/31/95

UNION CONTRACT

BETWEEN

YPSILANTI COMMUNITY UTILITIES AUTHORITY

AND

LOCAL 3451

Of The

American Federation

of

State, County, and Municipal

Employees

AFL-CIO

June 18, 1993 through August 31, 1995

*Ypsilanti Community Utilities Authority*

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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 Local 3451, affiliated with Council #25, and the International Union of American Federation of State, County, and Municipal Employees, 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 and peaceful 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 excluded in Section B, 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 shall include the following:

Elected Officials  
Appointed Officials

Water and Sewer Department:

Director of Utilities  
Assistant Director of Utilities  
Office Supervisor  
Assistant Office Supervisor  
Superintendent of Water  
Assistant Superintendent of Water  
Superintendent of Wastewater  
Assistant Superintendent of Wastewater  
Superintendent of Services  
Labor Relations Supervisor  
Accounting Supervisor  
Supervisor, Meter Services

Foreman, Service System  
Supervisor, Service System  
Assistant Superintendent of Services  
Supervisor, Water Treatment  
Supervisor of Maintenance  
Superintendent of Maintenance  
Supervisor, Wastewater Treatment  
Wastewater Laboratory Supervisor  
Instrumentation Supervisor  
Confidential Secretary\*

\*The term Confidential Secretary, when used in the contract, shall refer to that one employee who serves as secretary to the YCUA Board, Director and Assistant 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 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 or listed phone number and letting the phone ring a minimum of five (5) times to give the employee time to answer. 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.

#### ARTICLE 4 - UNION SECURITY

A. All employees who are included in the bargaining unit covered by this contract who are now members of the Union, or any employee who in the future becomes a member of the Union, shall, as a condition of continued employment, maintain membership in the Union. Payment of all regular dues and initiation fees shall be considered maintenance of membership in the said Union. Any employee who fails to comply with the above stipulations shall be terminated upon notification to Management that the said employee has been given a reasonable opportunity to pay the said dues and has refused and failed to do so.

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, shall, within 30 days from the date of the signing of this contract or 30 days from the first day of employment, join the Union or authorize Management to deduct each month from the employee's pay an amount equal to the Union dues and to forward such contributions to the secretary-treasurer of Council #25, Lansing, Michigan in lieu of Union dues. Any employee who does not join the Union or refuses to contribute an equal amount of money to the Union in lieu of Union dues within the time limits shall be terminated in accordance with Paragraph A of this Article.



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.

#### 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: each water plant, sewage plant/lab, outside service crew, administration office, meter department and maintenance 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 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 section stewards, chief steward, or any member of the Union grievance committee, upon request by the section steward or member, shall be allowed by their immediate supervisor sufficient time to handle legitimate labor grievances during the working hours within a reasonable time of the request. YCUA will secure a replacement, if necessary. If no replacements are available and the employee cannot be released, the supervisor will attempt to release the employee as soon as possible.

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 each water plant and one employee from the sewage plant will be permitted to attend monthly chapter membership meetings with a two-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 or department steward shall be granted the privilege of conversing with any Union member for the purpose of investigating an employee's contract complaints provided, however, that the chief or departmental steward has secured written permission from the employee's immediate supervisor prior to removing the employee from his/her normal duties. Permission shall not be unreasonably withheld.

H. The 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/she shall remain on the selected shift until the next shift preference selection or he is displaced due to the selection of a new chief steward and the new chief steward's exercise 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.

I. Upon request to the office of the Director of Utilities, 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 employees hired 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 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. If a probationary employee is injured on the job before completing his/her probationary period and is entitled to Workers' Compensation such employee's probationary period shall stop as of the date of his injury. During such time that the employee is off from work as a result of this injury he shall not be entitled to any benefits of the Union contract. When such employee returns to work he shall be allowed to continue his probationary period. Upon completion of the remainder of his probationary period he shall be credited with ninety (90) calendar days of seniority and he shall be entitled to all the fringe benefits of the Union contract based upon ninety (90) calendar days of service.

C. 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.

#### 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 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 the probationary period shall be placed on the seniority list and shall rank for seniority from the 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. The 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.

D. Any employee of YCUA within this bargaining unit who shall accept advancement to a position exempt from this bargaining unit hereunder shall retain all prior accumulated seniority, and should such employee subsequently return to a position within said bargaining unit such accumulated seniority shall be restored to such employee.

1. Such employee may only return to the bargaining unit by signing a specific job posting and must be the senior person signing such job posting.

## ARTICLE 9 - LAYOFF, REDUCTION OF HOURS WORKED AND RECALL

### A. Layoff and Recall:

1. The department head 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) weeks before the effective date.

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. Employees with less than ninety (90) days and federally-funded employees will be included on the seniority list for the purpose of 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. Employees on a layoff 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 three (3) 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 normal seniority, but Section 4 above shall in no way entitle an employee to be recalled after he has been laid off for a period in excess of his actual time worked prior to being laid off.

7. Recall from layoff shall be made in the order of 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.

9. In the event of a layoff or elimination of a position resulting in a layoff, employees will be allowed to bump into a lower classification or to an equal classification, provided they are qualified to do the job and have the requisite seniority. If a position is eliminated and reinstated within one year, the employee that held the position will be asked if he/she would like to return to it. Otherwise the position, if reinstated, will be bid as a vacant position. Employees bumping into the office staff from outside must pass the tests required of new hires coming into the office staff before being allowed to bump into the group. Employees will be allowed to bump into a higher classification only if they meet the minimum qualifications for that position, if they have previously held that position within three years prior to the layoff and have successfully completed the probationary period in that position. Such employee shall be subject to the State licensing requirements in that position. Employees will be allowed a 5-day trial period in which to demonstrate their ability to perform the job into which they have bumped. Employees who are unable to perform the task they have bumped into will then be placed on layoff status.

### 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) hours

per week.

3. Any employee affected by a reduction of hours shall be given the same rights and privileges as if he/she were in a layoff situation to bump, 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) 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 Yard, Groundskeepers, Office 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 lay-off and/or reduction of hours become 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 and/or personal time.

10. The Employer shall post reduced hour work schedule ten (10) 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. A leave of absence may be granted for a justifiable cause. Justifiable cause shall include, but is not limited to the following:

1. Leave to care for a member of the individual employee's household, and family defined as spouse and dependent step-children or children. Such leave not to exceed ninety (90) days.

2. Educational leave to attend college, trade or vocational school for job-related instruction.

3. Leave because of the employee's election to a political office. Such leave not to exceed the employee's term in office.

4. Leave to care for infant children. Leave to care for infant children not to exceed one hundred and twenty (120) days. An employee may request her leave prior to the date that she is unable to work due to her pregnancy. The employee must submit a letter from her doctor indicating the date she will be unable to work. The time requested prior to this date will be deducted from the one hundred and twenty (120) days, otherwise the leave will commence on the date that she is able to return to work after childbirth or termination of the pregnancy.

B. Any employee who wishes a leave of absence shall sign a leave form stating the time and reasons for the leave. Such request shall be submitted in writing to the director or supervisor of the department for which he works. The director or supervisor shall forward the request to the YCUA Board at its next regular meeting with a recommendation for approval or disapproval. Leaves of absence granted by YCUA shall not be granted for a period longer than the employee's total seniority and in no case longer than a period of one year, with the exception of Number 3 above. Benefits to the employee under this contract cease at the time the leave of absence commences. Benefits such as sick leave,

vacation 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 his accumulated seniority as of the date that the leave of absence begins. An employee on leave of absence shall not accumulate seniority while on leave of absence from employment with the exception of those employees on leave of absence under the Items 1 and 4 above. An employee who takes a leave of absence for one hundred and twenty (120) days or less, under Section A, will be returned to his/her former position upon return from his/her leave. An employee on leave of absence longer than one hundred and twenty (120) days shall be returned to the first available position.

1. Subject to, and consistent with, the group health insurance plan, coverage may be continued during the leave of absence provided advance payment of the total premium is made through and as prescribed by YCUA.

C. Leave without Pay. Leave without pay 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 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. No leave without pay for less than three days may be granted until an employee has exhausted his/her personal days. Leave without pay shall be granted to all Local 3451 elected officers or delegates employed by the Authority to attend functions sanctioned by the Local up to a total of twenty (20) days per calendar year without their personal days being affected.

D. Military leave will be in accordance with Federal and Michigan State laws. Any employee who belongs to the Military Reserve and is required to go to camp for training during the year, such employee shall be given leave for a maximum of two (2) weeks unless additional time is granted by action of the YCUA Board.

E. Medical Leave. Any employee who becomes unable to work because of illness or injury, after such employee has exhausted his or her accumulated sick leave, the employee shall have the right to be placed on medical leave.

1. The employee shall request this leave in writing and shall provide the Employer with a doctor's certificate stating that the employee needs additional time to recuperate from his or her illness.

2. The medical leave without pay shall be granted to the employee based on the recommendation of the employee's physician as to the time required, but shall not exceed ninety (90) days.

3. In the event the medical leave granted is not sufficient time, it shall be the responsibility of the employee to present the Employer with an additional doctor's certificate requesting additional time for each ninety (90) days within three (3) days after the expiration of the original medical leave or subsequent leave. Such additional time shall be granted on the recommendation of the employee's doctor. During the time an employee is on medical leave without pay the employee shall, however, continue to receive all benefits under the contract, including the accumulation of sick time and vacation time for a period of one (1) year. During any extended period of time when an employee is on medical leave, Management shall have the right to request that such employee be examined by the company physician to determine the feasibility of such medical leave. If an employee, while on medical leave, is found to be working in another position for another employer for pay, his employment with YCUA shall be terminated immediately. The employee shall be notified by certified mail of his or her termination.



F. Duty Disability Leave. Any employee who has completed his probationary period and has been placed on the seniority list as a full-time regular employee and who suffers injury compensable under the Workers' Compensation Act, after the first week's compensation, shall be paid the difference between his or her base rate of pay at the date of injury and any payment received under the provisions of the Act for a period of two (2) years. If the Workers' Compensation payment is reduced because of appeal or settlement, the amount owing from the Employer shall be reduced by the same percentage. After two (2) years, if the employee is disabled, he shall receive disability pay equal to the difference between 66-2/3 of his base rate of pay and the amount he receives from Workers' Compensation for a period of four (4) years. At the end of this 6-year period, if the employee is still unable to return to work, he shall be placed on an unpaid medical leave. The employee shall not receive any benefits or accumulate any benefits while on the unpaid medical leave except as provided within this section.

As long as the employee is eligible and receives Workers' Compensation payment, the Authority shall continue health insurance coverage. After the above 6-year period, the life insurance coverage may be continued by the employee paying the premium, or the employee, at his/her option, may be covered by a \$5,000 death benefit to be paid by the Authority. This benefit shall continue as long as the employee is eligible and receives Workers' Compensation.

If the employee's claim is redeemed or the employee takes a duty disability retirement, this will end all obligation of the Authority to provide benefits or payment to the employee that are provided for in Section F of Article 10.

Times taken off for a duty disability leave shall not be deducted from the employee's accumulated sick leave bank.

G. Employees, after a prolonged illness, shall be required to submit a report from their doctor indicating that the employee is physically able to return to work.

H. Funeral Leave. The employee shall be granted leave with pay when they suffer a death in the immediate family. The employee shall receive leave with pay for up to four (4) days, depending on the date of the request for the leave. The leave shall end on the date of the funeral and is for the purpose of attending the funeral service. A member of his or her immediate family shall be: spouse, parent (step-parent), spouse's parent, grandparent, spouse's grandparent, child (step-child), grandchildren, brother, sister, brother-in-law, sister-in-law (brother-in-law and sister-in-law shall be the wife or husband of your brother or sister or the brother and sister of your spouse), aunts and uncles of the employee in a direct blood relationship. The four (4) days leave will not be deducted from the employee's accumulated sick leave. Further, one (1) additional day will also be granted, provided the employee has to travel more than two hundred and fifty (250) miles to attend the funeral, this day to be deducted from the employee's sick time. Any additional time for bereavement may be requested from the employee's sick leave, vacation or personal days. If no such time is available to the employee and the death is of their parent, spouse, children, or step-children, the employee shall be granted leave without pay to a maximum of thirty (30) working days.

An employee who has a death in his/her immediate family during a vacation period must notify his/her supervisor immediately upon receiving notice of the death and shall have up to four (4) days of his/her remaining vacation



rescheduled at a later date, provided that the employee attends the funeral service and provides verification of this fact to his/her supervisor.

I. 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 for the initial 1 year of the leave. Any other position filled as the result of this temporary vacancy shall be filled temporarily as well for this initial 1-year period. If the employee on leave is able to return prior to the end of the 1-year period he/she shall be able to return to his/her position held prior to the leave, providing he/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/her former position. At the end of 1 year, if the employee on leave is not able to return to work the employees who have filled the above temporary positions shall be placed permanently in those positions. If the employee returns after 1 year he/she shall be able to return to his/her former position if he/she has sufficient seniority. If the employee does not have sufficient seniority to return to his/her position, he/she shall be placed on layoff and allowed to bump into another position according to his/her seniority.

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 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. The provisions in Article 11 restricting bidding rights shall apply to employees in temporary positions, except that they shall be allowed to bid into a permanent vacancy in the same position.

J. Family Leave Act. Only to the extent required by the federal Family Medical Leave Act and subject to the regulation under that Act, an employee on a leave of absence for certain purposes may have up to 12 weeks per year of that leave covered by the provision of the Act. During this 12-week period the employee shall continue to receive all fringe benefits under the Collective Bargaining Agreement. If the employee returns prior to the end of the 12-week period he/she shall be returned to his/her former or a similar position. If the leave extends beyond the 12-week period the terms of the Collective Bargaining Agreement shall cover this period. In order to be covered by the Family Medical Leave Act the purpose of the leave must be medical reasons for the employee, for the birth or adoption of a child, or for the care of a child, spouse or parent as those terms are used in the Family Medical Leave Act.

#### **ARTICLE 11 - DEMOTIONS, TRANSFERS & VACANCIES**

A. In all cases of demotions or transfers the employee shall have the right to an open hearing before a representative of the YCUA Board before transfers and demotions are made, provided the employee files objections within three (3) working days after the date of notification of the demotion or transfer. The employee shall be entitled to present witnesses and evidence at all such hearings and shall be entitled to be represented by the Chapter, Council and/or the International Union.

B. 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. Any employee who is awarded a job and successfully completes his/her qualifying period shall remain in that position for a period of one year and shall not have the right to bid on another job of the same classification and pay grade for two years or a lower classification and pay grade for two years. The employee may bid on a job opening for an upgrade in classification and pay grade after one year. New hires who pass their probationary period shall remain in that classification for a period of one year, except that they may bid on an upgrade in classification and pay grade after they complete their probationary period. Employee who bids to a lower position shall remain there for a period of two years. An employee may bid on a job opening for an upgrade in classification at any time, provided the upgrade is a minimum of 2 grades--provided employee has passed probation.

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/her file for reference to future openings for a period of five (5) years. 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, shall be allowed to review the employee's score sheet and test if requested.

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

D. When a regular, full-time position becomes vacant, the Employer will determine if such vacancy will be filled, except for the position of custodian/groundskeeper. If this vacancy is not posted within twenty (20) days, the position shall be considered abolished. 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. The postings shall include a job description and the reasonable minimum qualifications for the job. The employee who is awarded the job shall be placed in the new position as soon as an adequate replacement, if needed, is secured. If possible, the employee shall be placed in the new position immediately. Every effort shall be made to move the employee within thirty (30) calendar days from date of the job award. The senior employee who had the minimum reasonable qualifications and receives a passing grade on the job-related test will be awarded the job.

1. Testing and job awards shall be made within fifteen (15) working days.
2. 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 15 days. The subsequent postings will be tested and awarded within 45 days.

E. The employee who is awarded the position shall be given a ninety (90) calendar day qualifying period. Management may disqualify the employee prior to

the end of this ninety (90) calendar day period if it is determined that the employee is obviously lacking in ability to learn and perform the job and he/she will not be able to qualify for the position. In the event that an employee does not qualify in the new position as a result of a job bid, such employee shall be returned to his/her former position without loss of seniority or bias. Management will notify the employee and the Union in writing of the reason for disqualification. Any employee who is disqualified within the ninety (90) calendar day period shall have recourse to the grievance procedure. However, on the ninety-first (91st) calendar day of employment in the bid-on position, the employee shall be deemed qualified and paid the rate for such classification. When an employee bids into a higher classification he shall receive his/her former base rate of pay plus 50% of the difference between the new classification. When an employee bids laterally to a position in the same classification level he shall begin at a rate 1 step down from his present rate of pay for 90 days, and shall not be eligible to bid for a period of two years. If an employee bids to a lower position he shall receive the starting base pay for that position for the 90-calendar day qualifying period and shall not be eligible to bid for a period of two years. Any employee who bids into a position will be given written guidelines as to what is expected during his/her qualifying period.

In the event that the employee does not qualify in the new position as a result of a job bid, or fails to acquire the necessary license or certificate, such employee shall be returned to his/her former position without loss of seniority, and shall be prohibited from bidding on a position in the same classification for a period of six (6) months.

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) 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) 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.

## ARTICLE 12 - DISCIPLINE AND DISCHARGE

A. Purpose of Discipline. The purpose of disciplinary action is not to punish employees, but to impress on each employee the seriousness of his/her actions and to correct the employee's behavior. Disciplinary action shall be conducted privately and confidentially so as not to embarrass the employee or Employer.

B. Counselling. Counselling is not a disciplinary action, but rather a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the course of counselling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counselling and proceed to a disciplinary hearing.



C. Disciplinary Hearings.

1. Employees Entitled to Hearing. In all cases where disciplinary action is being contemplated, the employee affected shall have an opportunity to participate in a disciplinary hearing.

2. Notice of Hearing. The department head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.

3. Steward Present at Hearing. The respective Union steward shall attend the disciplinary hearing.

4. Conduct of Hearing.

a. Disciplinary 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/her as well as the known facts surrounding the incident.

c. The employee may give arguments or explanations concerning the charges made if he/she so desires.

5. Employee Refusal to Participate in Hearing. If an employee refuses to participate in, or fails to attend, a disciplinary hearing, the employee shall be notified in writing of the charges and disciplinary action decided upon.

6. Notice of Disciplinary Action. As soon as possible after the hearing, the employee and the steward shall be notified of the disciplinary action taken (if any), in writing, and his/her rights of appeal.

D. Factors to be Considered When Determining Disciplinary 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. While there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted, 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.

E. Types of Disciplinary Action.

1. Generally. Disciplinary action falls into the seven categories following. The sequence of disciplinary action listed is a general guide and a step-by-step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

2. Written Warning. A formal means by which a department head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the chief steward and the bargaining and grievance committee.

3. Disciplinary Suspension. The action temporarily suspends an employee from employment with the YCUA and from being paid by YCUA for a definite period of time. The Personnel Director 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.

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 and the steward and the bargaining and grievance committee.

4. Discharge. This action permanently removes the employee from employment with the YCUA. The personnel director shall review the proposed discharge of YCUA employees for Work Rule violations or unsatisfactory job performance. Before being discharged, the employee shall be given a written memorandum or letter specifying the reason(s) for the discharge. 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 and the steward and the bargaining and grievance committee. An employee may be suspended prior to discharge so that the Employer may investigate the matter. If an employee is suspended pending investigation and/or discharge, within 2 days of the suspension a meeting will be arranged between Management and the Union and the employee.

#### ARTICLE 13 - GRIEVANCE PROCEDURE

A. Should an employee, or group of employees, or the Union, feel that their rights and privileges under this agreement have been violated, the steward will be consulted. The aggrieved party and his Union steward 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) days. If the response of the supervisor is not acceptable, the chief steward shall then be requested to enter into the grievance procedure and the grievance filed in writing within seven (7) calendar days from the date the supervisor's response was given to the steward. The grievance shall be signed "received" by any member of Management and forwarded to the Assistant Director or designee.

B. The Assistant Director or 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 Assistant Director or designee is unacceptable, the chief steward shall request a meeting with Management to discuss the merits of the grievance within seven (7) calendar days from the receipt of the Assistant Director's or designee's reply.

C. A meeting shall be arranged to be held within seven (7) calendar days from the date of the 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), and every effort shall be made to reach a settlement. Management 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 Management's final disposition is unacceptable, the Union may move the grievance to arbitration by notifying the Employer and AFSCME Council 25 of their intent to arbitrate within



30 calendar days after receipt of the Employer's answer. 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. If an arbitrator has not been mutually selected within 30 calendar days from the Union's "Notice of Intent" to arbitrate, the grievance may be appealed to the American Arbitration Association to be processed in accordance with its Voluntary Labor Arbitration Rules.

D. 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.

E. The arbitrator shall, within thirty (30) 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.

F. During the procedures of grievance or arbitration, such evidence and witnesses may be presented as deemed necessary by either party involved.

G. 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.

H. Any Union grievance concerning the application or interpretation of the contract shall be on an official grievance form and presented to any member of Management and signed "received". It shall then be forwarded to the Director of the Authority, or the Assistant Director, and shall follow the grievance procedure until a settlement is reached.

I. 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 therefor 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 therefor shall constitute a granting of the grievance in accordance with the last request of the Union.

J. 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.

K. 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 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 decision the exact terms and conditions of his 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 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 answers 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.

L. Any future policies created by Management shall not be subject to the grievance procedure until these policies have been applied. This does not include any new work rules that may be grieved as unreasonable when they are posted.

#### GRIEVANCE PROCEDURE FLOW CHART

##### Union

##### Management

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

If not settled, the chief steward is advised of this.

3. Grievance filed in writing within seven (7) days of supervisor's answer.
4. Grievance received by Assistant Director or designee and dated.
6. Chief steward receives grievance and acknowledges date.
5. Assistant Director or designee responds in writing to employee or employees, bargaining and grievance committee, chief steward and department steward.
7. If the Union decides the answer is not acceptable, the chief steward requests a meeting with Management within seven (7) days of Assistant Director's or designee's reply.
8. Meeting to be scheduled within seven (7) days of chief steward's request for a meeting.

##### After Meeting

10. If Management's final disposition is unacceptable, the Union must file for arbitration within thirty (30) calendar days of Management's answer.
9. Management has seven (7) days to advise the Union of Management's final disposition. The chief steward acknowledges receipt and date.

#### ARTICLE 14 - WORK WEEK

A. 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 12:01 a.m. Monday and end at 12:00 p.m. 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 weeks notice.

C. Water and wastewater treatment plant operators shall work as follows: operators covering plant operations twenty-four hours per day, seven days per week, shall work five days per week with two consecutive days off. Laboratory employees and Maintenance Department employees shall work seven days per week with two consecutive days off. Work schedules for these employees shall be posted ten days in advance.

D. Office employees shall receive one (1) hour paid lunch each day of the specified work week. Operating, maintenance, laboratory technicians, industrial surveillance, stockroom control in the Maintenance Department and automotive mechanic in the Maintenance Department shall receive a one-half (1/2) hour paid lunch. All other employees shall receive a one-half (1/2) hour unpaid lunch period each day. For each department where there are employees who do not receive a paid lunch the supervisor shall declare one-half (1/2) hour unpaid lunch period each day. Lunch shall be scheduled to begin between 11:30 a.m. and 1:00 p.m. If employees are required to work through part or all of their lunch period they shall be paid time and a half (1-1/2) for the time worked during their lunch period. The Meter Department shall work from 8:00 a.m. to 4:30 p.m., with the exception of one employee who shall work a 8:30 a.m. to 5:00 p.m. shift.

E. Meter department, compound, office, stockroom control, groundskeeper, industrial surveillance and automobile mechanic employees shall work Monday through Friday.

F. Employees who call in late, but before 2 hours of their shift has elapsed, will be considered tardy. Employees who call in after 2 hours of their shift will be in violation of Work Rule #1, Absent Without Supervisor's Approval. Further, employees may use up to 1 hour of personal time from the time they call in to cover their absence. Employees without personal time who call in before 2 hours has elapsed, but report to work after 2 hours has elapsed, will be in violation of Work Rule #1.

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 August each year and shall become effective on September 1st of that same year. This choice shall be binding for a period of one year. However, after September 1st, 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/she wishes to fill the shift opening. If he/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 September 1st. This shift preference shall not take effect until the employee has successfully completed their probationary period.

This agreement shall be effective March 1, 1993.

**ARTICLE 15 - OVERTIME PAY**

A. Time and one half shall be paid for all hours worked in excess of eight hours per day or forty hours per week. If an employee shall work two consecutive shifts, he shall be paid time and one-half for the second shift. Double time shall be paid for all hours worked in excess of sixteen hours per day or forty-eight hours per week.

B. 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 qualifications of the employees to perform the overtime work required, overtime will be fairly allocated among the employees of each section of the Authority.

C. Sections of the Authority will be defined as follows:

- (1) Service Department
- (2) Meter Department
- (3) Wastewater Treatment Plant
- (4) Bridge Road Water Plant
- (5) Catherine Street Water Plant
- (6) Office
- (7) Laboratory
- (8) Maintenance Department
- (9) Industrial Surveillance

D. 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, refused, and not available. This list of all employees and the number of hours charged to them for overtime shall be computed and posted weekly for each department. 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 anew. A copy of this list will be sent to the Chief Steward.

E. Scheduled Overtime. The highest senior employee in the classification needed to perform the overtime will be asked first, in the beginning of the policy. If he refuses the overtime, the next highest employee in the same classification is asked. Each subsequent overtime opportunity, the next senior employee who has not been asked will be asked to work overtime until all employees in the section have been asked.

F. Unscheduled Overtime. The highest senior employee on the list will be asked first, in the beginning of the policy, and if he refuses to work or is not at home, the next employee in that classification will be called. Each subsequent overtime opportunity, the next senior employee who has not been asked will be asked to work overtime until all employees in the section have been asked.

G. After the policy is in effect for the time it takes to reach the lowest senior persons, the man with the lowest amount of overtime shall be asked first.

H. If an employee refuses overtime work, or is not available, he will still be charged with the number of hours that were worked as though he had performed the overtime work (for purposes of overtime equalization only).

I. A list of all employees and the number of hours charged to them for overtime shall be computed regularly so that the amount of overtime an employee



has is readily available for Management's reference.

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

If any Management personnel performs duties normally performed by members of the bargaining unit when employees that are qualified to do the work are available, except as provided in Article 2 the employee that should have been asked to perform the overtime shall be compensated and charged for the time compensated.

K. No probationary employees 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.

L. When a new employee or a transferred employee finishes his probationary period or qualifying period, the highest number of overtime hours of any employee within the section and classification shall be assigned to the new or transferred employee as a point of beginning. When a transferred employee completes his/her qualifying period, he/she shall be assigned the actual number of overtime hours he/she has worked from his/her place of transfer for enforcement purposes of Section N only.

M. If an employee calls in sick, is on a medical leave, personal time, duty disability leave or on vacation he/she shall be considered as not available for any overtime opportunities that occur prior to his/her next scheduled day of work. The employee will not be called during this period of overtime unless the employee notifies his supervisor or designee of his/her availability for overtime.

N. 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 contacts an employee to report for overtime.

O. 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 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/she can wait for the return call (if any), and then resume the procedure for calling someone in to work. The employee will be charged as not available if the supervisor or designee calls someone else in to work.

#### ARTICLE 16 - PREMIUM PAY

A. Any employee regularly assigned to the afternoon shift or the midnight shift shall receive a premium pay of twenty cents (\$0.20) per hour for the



afternoon shift and thirty cents (\$0.30) per hour for the midnight shift. This is to include any employee asked to relieve the regular employee for any reason.

B. Special premium pay shall be paid to all employees who are certified by virtue of licenses issued by the Michigan Department of Public Health 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.

F-1 certification in water treatment	\$.30 per hour
F-2 certification in water treatment	\$.30 per hour
F-3 certification in water treatment	\$.40 per hour

The only positions that qualify for water treatment premium pay shall be Water Treatment Operator and Water Treatment Operator II.

A certification in sewage treatment	\$.30 per hour
B certification in sewage treatment	\$.30 per hour
C certification in sewage treatment	\$.40 per hour

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

S-1 certification in water distribution	\$.30 per hour
S-2 certification in water distribution	\$.30 per hour
S-3 certification in water distribution	\$.40 per hour

The only positions that qualify for water distribution premium pay shall be Line Service Technician, Sewer Line Technician, Meter Service Technician, Meter Repair & Service, and Heavy Equipment Operator.

C. Employees who, as of January 1, 1984, possess a license set out above and are working in the Maintenance Department shall continue to participate in the the above license program as long as they continue to work in the Maintenance Department. All other employees must work in a classification where their license is applicable as set out above to receive the above license premium.

D. The employee designated as Safety Director shall be entitled to .25 cents per hour premium pay.

#### 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/her option, deduct up to four (4) hours from his/her sick, vacation, or personal days to supplement his/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 in to 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 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 two (2) 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

Uniforms shall be furnished and cleaned. The YCUA shall furnish each employee, other than the office staff, 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.

YCUA will provide protective clothing and safety items as required by the employee's job. Employees are expected to provide their own safety shoes.

#### ARTICLE 19 - JURY DUTY

YCUA agrees to pay the difference the employee will receive as a juror and the current rate of pay which the employee would normally receive from YCUA. In order to collect under this Article, the employee must deliver any check or funds he receives from any other source to YCUA for photocopying and YCUA will then deliver an additional check for the difference between the check or funds received and the employee's regular current rate of pay to the employee.

#### 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
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

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

C. Holiday pay, eight hours, shall be considered as time worked in computing the forty-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 hours holiday pay shall be allowed in computing the forty-hour work 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 involved in 7-day operations (water plant operators, wastewater plant operators, laboratory technicians, maintenance department), the 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 in to 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.

#### ARTICLE 21 - PAYDAY

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

#### ARTICLE 22 - COFFEE BREAK

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

#### ARTICLE 23 - VACATIONS

A. Paid vacations for all employees shall be as follows:

Years of Seniority as of Anniversary Date	Number of Weeks of Paid Vacation
After 6 months	1 week
After 1 year	2 weeks
After 5 years	3 weeks
After 12 years	4 weeks
After 18 years	5 weeks

Management agrees that an employee may take one-half (1/2) of their vacation time six (6) months after their anniversary date. However, such time, if taken, shall be charged against their vacation time to be credited to their bank on their anniversary date.

Management agrees that an employee may take one week's vacation after six months of employment. However, the one week's vacation, if taken, shall be charged against the two weeks credited to the employee's bank after one year's

seniority.

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. There shall be a vacation selection period between January 1 and April 1 of each year for employees to submit their vacation requests. Vacation requests will be finally approved within seven (7) work days after the end of the vacation selection period. 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 this vacation selection period shall be denied or approved within seven (7) calendar days of the request. Requests for vacation time to be taken during the period of January 1 through April 1 shall be denied or approved within seven (7) calendar days and will be granted on a first-come-first-allowed with due reference to seniority. A vacation request made and approved by the Employer shall only be cancelled by mutual agreement between the employee and the Employer.

C. The employee must complete his earned vacation time by his anniversary date plus 180 days. Failure to complete vacation time during this additional allotted period shall result in loss of vacation.

This section shall not apply to an employee on medical leave. All employees on medical leave shall retain all vacation time accrued prior to the medical leave and vacation time earned during the medical leave until they return to work.

#### ARTICLE 24 - SICK LEAVE

A. Sick leave with pay shall be given to all employees who have completed the probation period. Sick leave shall be granted at the rate of one eight-hour day per month of seniority from the date of employment.

B. Sick leave shall be considered as time worked in computing the forty-hour week, but it is not to be considered as time worked in order to qualify for shift premium pay.

C. There shall be a limitation of 100 days on the amount of sick days that an employee may accumulate. Effective September 15, 1989, sick leave earned beyond 100 days but not used shall be paid to the employee yearly at the rate of 50%. Effective September 1, 1990, this rate shall be increased to 100%.

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 shall not be required to notify Management that he 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. Each employee with five years of service shall be paid for his or her accumulated sick leave days when leaving the employment of YCUA, based on the



following schedule, with the maximum number of days to be paid fixed at one hundred (100) days. 5-10 years of service = 50%; 10 years of service = 100%.

F. Three (3) consecutive sick leave days may be taken before a physician's certificate is required.

G. 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. If it is found that an employee violates the use of sick leave in relation to its purpose, Management will take disciplinary action. Any time taken off under the pretext of sickness when an employee does not have sick time, it shall be considered as unapproved time off unless the employee brings a doctor's certificate stating that it was necessary for the employee to be off work on leave without pay.

H. Management shall have the right to establish the procedures and programs for sick leave as deemed necessary for the permanent records of YCUA.

I. 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. One (1) of these personal days must be taken as a full eight-hour day, and the other personal day to be taken in 1/2 hour increments. Personal leave days shall be subject to prior approval of the employee's immediate supervisor. In an emergency, personal days may be taken by contacting the supervisor by phone.

J. Absences due to illness in the employee's immediate family and medical appointments shall be considered as approved use of sick leave. The employees' immediate family shall include spouse and dependent children and dependent step-children.

K. Sick leave days, other than for doctor appointments, shall be charged in a minimum of 1-hour increments.

L. Medical emergencies involving the employee's parents, spouse, or adult children shall be appropriate use of leave without pay under Article 10, Section C.

#### ARTICLE 25 - HEALTH INSURANCE

A. YCUA will provide family health insurance coverage (equivalent or above levels of current benefits). Said coverage to include:

1. Hospitalization
2. Major Medical
3. Ambulance (reasonable/customary)
4. Comprehensive/Preventive Maintenance
5. Prescription Drug Program  
with \$2.00 co-pay.

The above will be offered to the employees in the form of conventional or HMO coverage at the employee's option.

B. YCUA will provide dental coverage (at equivalent or above current levels of benefits). Said coverage to include:

1. Preventive & Diagnostic @ 100%

- |                 |        |
|-----------------|--------|
| 2. Basic        | @ 100% |
| 3. Major        | @ 70%  |
| 4. Orthodontics | @ 50%  |
- Max. benefit to be \$2,000

C. YCUA will provide optical coverage. At minimum, it will cover \$35.00 for eye examination and \$100.00 for lenses and frames, or contact lenses, each year. This coverage, in all other aspects, will be at equivalent or above current levels of benefits.

D. The Employer shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Authority, if they are covered under the health insurance of their spouse. An employee who chooses to withdraw shall receive annually a \$600.00 cash payment in lieu of health insurance coverage. This payment shall be made in two (2) installments, one in September (or upon signing of this agreement) and one in February, for each year of this agreement. Employees who opt out of the family health care in Paragraph A above shall be paid a \$600 payment. If five or more employees choose this option they will receive a \$1500 payment instead.

1. To participate in this plan, the employee must notify the Authority prior to September 1st of each year and provide verification of the alternative coverage. If, for any reason, the employee loses their alternative coverage they will notify the Employer immediately and shall be provided health insurance coverage as soon as carrier will provide it, with the cash benefit being pro-rated.

2. The above option shall be mandatory for married employees when both spouses are employed by YCUA.

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.

E. The coverage of the employee's family shall include the employee, employee's spouse and unmarried children under the age of nineteen (19). This coverage shall be extended to age twenty-two (22) in the case of employee's children who are full-time students.

F. The Employer shall pay the cost of health insurance in Sections A, B and C for each employee who retires after September 1, 1989 until the employee is 65. When the employee reaches 65, the Employer will provide a health insurance supplement to the employee's Medicare coverage as long as the retired employee shall live. This supplement shall have a lifetime benefit cap as listed in the policy of not less than \$25,000. The Employer will continue the family coverage or the Medicare supplement for the retiree's spouse and dependents so long as the employee lives. Should the employee die prior to retirement, the Employer shall provide equivalent health insurance to the above A, B and C for the employee's spouse until he/she reaches age 65, remarries or becomes eligible for other health insurance coverage.

G. When the Employer contemplates a change in its health insurance carrier, they shall notify the Union, in writing, of the contemplated change. The Union shall then appoint 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.

H. Management agrees to pay the total cost of this Article.

**ARTICLE 26 - LIFE INSURANCE**

A. YCUA shall pay the full cost of providing term life insurance to all employees in the amount of \$30,000 death benefit. This policy shall include double indemnity coverage for accidental death.

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 employee will be given a certificate of insurance from the insurance company or from the YCUA Board. The death benefit for those who retire after September 1, 1989 shall be \$5,000.

D. Management agrees to pay the total cost of life insurance.

**ARTICLE 27 - EMPLOYEES' PENSION PLAN**

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

B. Employees shall be allowed to retire at the earliest possible date that he would qualify under the pension plan and/or Social Security.

C. Effective September 1, 1989 the YCUA will pay the full contribution for the plan outlined in Section A above.

**ARTICLE 28 - LONGEVITY PAY**

Employees will receive longevity pay per hour for the following steps:

		<u>Total</u>
30 months	\$.10	\$.10
4 years	.10	.20
10 years	.10	.30
15 years	.15	.45
20 years	.15	.60
25 years	.20	.80
30 years	.20	1.00

All employees shall receive longevity pay as per schedule as each employee completes the number of years of service required to qualify for longevity pay, or additional longevity pay, such pay shall be added immediately to his or her hourly rate or salary for each step of the schedule.

**ARTICLE 29 - CLASSIFICATIONS**

- 6 - Custodian/Groundskeeper
- 8 - Clerk Typist
- 9 - Customer Service Clerk

- 9 - Purchasing Clerk
- 11 - Laborer
- 12 - Accounting Clerk
- 12 - Data Processing Technician
- 12 - Head Plant Custodian
- 13 - Stockroom Control
- 14 - Meter Service Technician
- 14 - Laboratory Technician
- 14 - Line Service Technician
- 15 - Hydrant Maintenance/Underground Locating and Staking
- 15 - Maintenance Helper
- 15 - Automobile Mechanic I
- 15 - Wastewater Plant Operator
- 15 - Heavy Equipment Operator
- 15 - Water Treatment Operator
- 15 - Industrial Waste Technician
- 16 - Line Service Leader
- 16 - Meter Repair & Service
- 16 - Meter Reader II
- 17 - Automobile Mechanic II
- 17 - Maintenance Mechanic
- 17 - Maintenance Mechanic/Sludge Processing Specialist
- 17 - Distribution Maintenance
- 17 - Plant Electrician
- 17 - Water Treatment Operator II

Temporary Assignments: 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. Selection of an employee to perform a temporary assignment in a higher classification shall be made on the basis of seniority, qualification and ability. All time spent in a temporary assignment will be credited to the employee's qualifying period should that employee bid to that position at a future date within twelve (12) months. The use of temporary assignments is not to be used to replace a regular full-time position.

Employees who are temporarily assigned to a lower classification shall continue to receive their regular rate of pay while on the temporary assignment.

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.

The Employer shall not have the right to work anyone in a temporary assignment when an employee in such classification is available.

All or any job description(s) shall be made available to the Union upon request to the office of Director by the chief steward.



**ARTICLE 30 - BASE PAY SCHEDULE**

EFFECTIVE SEPTEMBER 1, 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>18 MONTH</u>	<u>2 YEARS</u>
6	7.1548	7.5996	8.0443	8.4892	8.9340	9.3790
8	10.1485	10.5362	10.9240	11.4406	11.9576	12.6681
9	10.5362	10.9240	11.3115	11.8283	12.3451	12.8620
10	10.9240	11.3115	11.6992	12.2168	12.7330	13.2496
11	11.3115	11.6992	12.0871	12.6037	13.1204	13.6372
12	11.6992	12.0871	12.4744	12.9912	13.5082	14.0251
13	12.0871	12.4744	12.8620	13.3790	13.8957	14.4125
14	12.4744	12.8620	13.2496	13.7666	14.4125	15.3816
15	12.8620	13.2496	13.6372	14.2834	14.9293	15.7048
16	13.2496	13.6372	14.0251	14.8004	15.4461	16.0924
17	13.6372	14.0245	14.5417	15.3231	15.9632	16.4800

Effective September 1st, 1992 each employee shall receive a base pay increase of 3%.

Effective September 1st, 1993 each employee shall receive a base pay increase of 3%.

Effective September 1st, 1994 each employee shall receive a base pay increase of 3%.

**ARTICLE 31 - 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 32 - TRANSPORTATION

Employees shall be furnished with transportation by YCUA. Any employee who is requested by the Employer to use his own car in the performance of his duties, and agrees, will receive mileage allowance in the amount of \$.20 per mile.

#### ARTICLE 33 - EMPLOYEE'S RESIDENCE

No employee with a valid residence waiver from the YCUA Board shall be required to be a resident of the service area as a condition of continued employment. All employees grandfathered under this Article of the contract without a written waiver are limited to their existing address. All employees with written waivers are restricted under the terms of that written waiver. All other employees living in the service area as of August, 1980 and new employees shall be required to be a resident of the service area as a condition of employment. New employees shall have 90 days from date of hiring to comply. The service area of the Authority consists of City of Ypsilanti, Township of Ypsilanti, Township of Superior, Township of Augusta, Township of Pittsfield, Township of Canton--College Park and Wagon Wheel Trailer Park only, Township of Van Buren--The Cape Apartment Complex only. Any employee who moves their residence from within the service area or fails to move their residence within the service area within the allotted time shall be terminated. All employees are required to notify the Employer of any changes of their current address.

#### ARTICLE 34 - CLARIFICATIONS

A. 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 35 - USE OF PAST RECORD

The Employer shall not use an employee's past record for imposing disciplinary action after a period of two years from the date of the infraction. Any employee who falsifies his 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 years of his employment the Employer learns that he has falsified his application.

#### ARTICLE 36 - TRAINING

The Employer, subject to its budgetary limitation, will reimburse employees for formal training to improve their job skills. YCUA will make every effort to equalize the opportunities for employees to take formal training and receive reimbursement for them.

Criteria for reimbursement will be as follows:

1. All courses must be job-related.
2. Prior approval of courses must be obtained from the YCUA Board.
3. A passing grade must be obtained before reimbursement is made.

At end of fiscal year the Employer will post a list of all employees that

have received reimbursement for training.

**ARTICLE 37 - SICKNESS AND ACCIDENT POLICY**

The Employer shall provide a sickness and accident policy for each employee. This policy shall pay benefits of 70% of the employee's current hourly wage as of the last day worked to a maximum of \$500 per week for the first year and 66% of that wage to a maximum benefit of \$2,100/per month every year thereafter to expiration. This policy shall take effect and pay benefits to the employee after the employee has been disabled for thirty-one (31) consecutive calendar days after the last day worked for the Employer.

An employee will only be required to use his accumulated sick days up to the point he is eligible for sick and accident benefits. An employee will be allowed to use his sick days to supplement the policy during the first year.

1. There will be a coordination of benefits with Social Security and Employer-provided pension.
2. All employees will be furnished with a copy of the policy.

**BENEFIT LIMITS**

- \* For Basic Disability Benefits, your "Weekly Earnings" do not include bonus, commission, overtime or other special pay.
- \* Your Basic Disability Elimination Period is 31 days for Sickness and 31 days for Injury.
- \* The Maximum Duration of your Basic Disability Benefits is 52 weeks.
- \* Your Long Term Disability Elimination Period for each Injury or Sickness is 365 days.
- \* The Maximum Duration of your Long Term Disability Benefit is as follows:

For Insureds Who Become Eligible for Benefits:

Prior to age 60 .....	to age 65
At age 60 but less than age 61 .....	to age 65
At age 61 but less than age 62 .....	for 48 months
At age 62 but less than age 63 .....	for 42 months
At age 63 but less than age 64 .....	for 36 months
At age 64 but less than age 65 .....	for 30 months
At age 65 but less than age 66 .....	for 27 months
At age 66 but less than age 67 .....	for 24 months
At age 67 but less than age 68 .....	for 24 months
At age 68 but less than age 70 .....	to age 70

**ARTICLE 38 - ACT OF GOD**

If the YCUA director declares that a certain YCUA building or buildings cannot be opened or operated due to weather conditions, national 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 39 - SAFETY COMMITTEE**

A Safety Committee of employees and Employer representatives is hereby established. This committee will include four (4) representatives of the Union and not more than four Employer representatives, and shall meet once a month at the request of either party during the regular working hours for the purpose of making recommendations to the YCUA director.

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 within 48 hours of the action taken, or to be taken. If no action is needed, the employee will be notified as well within 48 hours.

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 Union employee designated as Safety Director shall receive twenty-five cents (\$.25) per hour in addition to his/her current rate of pay.

#### **ARTICLE 40 - 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 41 - 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 42 - DURATION OF AGREEMENT**

This contract shall be in full force and effective from June 18, 1993 through August 31, 1995 and year to year thereafter unless between June 1 and June 15 of any year beginning with June, 1995, either party to this contract may notify the other party in writing that the contract is being opened for negotiations and/or



amendments.

LETTERS OF AGREEMENT

It is hereby agreed between AFSCME Local 3451 and YCUA that, as part of the settlement of the collective bargaining agreement, the Employer shall create a new position of Purchasing Clerk at a classification level 9. It is understood that the present Clerk Typist at the Compound involved in purchasing, which is now Sandi Sibbitt, shall be placed in this position upon ratification of this agreement without need to post the position. It is further understood and agreed that if the Employer creates a new supervisory position including safety and purchasing that said position shall be excluded from the bargaining unit under the provisions of Article 2 of this agreement.

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It is hereby agreed between Ypsilanti Community Utilities Authority and AFSCME Local 3451 that the Authority shall reimburse all employees who are required to maintain a CDL license the difference between the cost of the CDL and their normal driver's license. This shall not apply to the initial cost of acquiring a CDL license as a requirement to bidding on a bargaining unit position.

The following positions require a valid Michigan Group B CDL (commercial driver's license):

- Custodian/Groundskeeper - Classification 6
- Maintenance Helper - Classification 15
- Maintenance Mechanic - Classification 17

The following positions require a valid Michigan Group A CDL (commercial driver's license):

- Automotive Mechanic I - Classification 15
- Automotive Mechanic II - Classification 17
- Heavy Equipment Operator - Classification 15
- Laborer - Classification 11
- Line Service Technician - Classification 14

This agreement shall be effective March 1, 1993.

- - - - -

FOR THE UNION:

Rosemary Smith  
Tom Meyers  
Joe E. Simare's  
Robert M. Fry  
James C. Lewis  
Margaret L. Washington  
Ralph Walls

FOR THE EMPLOYER:

John L. Luce  
D. Bruce Jones  
Larry R. Thomas

6-18-93

FOR THE UNION:

Rosemary Smith  
Tom Meyers  
Sara E. Shinavier  
Robert M. Fry  
James C. Lewis, III  
Margaret L. Washington  
Ralph Walls

FOR YPSILANTI COMMUNITY  
UTILITIES AUTHORITY:

John P. Hancock, Jr.  
D. Bruce Jones  
Larry R. Thomas

APPENDIX ABASE PAY SCHEDULE EFFECTIVE 09-01-93

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>18 MONTH</u>	<u>2 YEARS</u>
6	7.3694	7.8276	8.2856	8.7438	9.2020	9.6603
8	10.4529	10.8523	11.2517	11.7838	12.3163	13.0481
9	10.8523	11.2517	11.6508	12.1832	12.7154	13.2479
10	11.2517	11.6508	12.0501	12.5833	13.1150	13.6471
11	11.6508	12.0501	12.4497	12.9818	13.5141	14.0463
12	12.0501	12.4497	12.8487	13.3809	13.9135	14.4459
13	12.4497	12.8487	13.2479	13.7803	14.3126	14.8449
14	12.8487	13.2479	13.6471	14.1796	14.8449	15.8431
15	13.2479	13.6471	14.0463	14.7119	15.3772	16.1760
16	13.6471	14.0463	14.4459	15.2444	15.9095	16.5752
17	14.0463	14.4452	14.9780	15.7828	16.4421	16.9744



APPENDIX B

BASE PAY SCHEDULE EFFECTIVE 09-01-94

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>18 MONTH</u>	<u>2 YEARS</u>
6	7.5905	8.0625	8.5342	9.0061	9.4781	9.9502
8	10.7665	11.1778	11.5892	12.1374	12.6858	13.4396
9	11.1778	11.5892	12.0003	12.5487	13.0969	13.6453
10	11.5892	12.0003	12.4116	12.9608	13.5084	14.0565
11	12.0003	12.4116	12.8232	13.3713	13.9195	14.4677
12	12.4116	12.8232	13.2341	13.7823	14.3309	14.8792
13	12.8232	13.2341	13.6453	14.1938	14.7420	15.2902
14	13.2341	13.6453	14.0565	14.6050	15.2902	16.3183
15	13.6453	14.0565	14.4677	15.1533	15.8385	16.6612
16	14.0565	14.4677	14.8792	15.7017	16.3868	17.0724
17	14.4677	14.8786	15.4273	16.2563	16.9354	17.4836



