

8942

12/31/95

UNION CONTRACT

BETWEEN

YPSILANTI COMMUNITY UTILITIES AUTHORITY

AND

TEAMSTERS

State, County and Municipal

Workers

LOCAL 214

January 1, 1993 through December 31, 1995

*Ypsilanti Community Utilities Authority*

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A G R E E M E N T

THIS AGREEMENT, entered into this 16th day of December, 1993, by and between the Ypsilanti Community Utilities Authority, hereinafter referred to as YCUA, and Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union.

ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the YCUA, the employees, and the Union.

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

The parties mutually recognize the responsibility of both the employees and the YCUA to the public requires that any disputes arising between the employees and the YCUA be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends, the YCUA and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

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

Aid to Other Organizations

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

ARTICLE 2 - RECOGNITION

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in the attached Salary Schedule.

Section 2. Pursuant to, and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the

Employer included in this bargaining unit.

ARTICLE 3 - EMPLOYER'S RIGHTS

Section 1. The Employer retains the inherent right to do all acts and things, and exercise all powers vested in it by law, and to determine the methods and procedures of work and materials and equipment to be used. Further, the Employer retains the inherent right and authority to select, direct, adjust, increase and decrease the 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.

Section 2. None of the foregoing rights set forth shall be exercised in any manner which is inconsistent with any of the other specific provisions of this contract.

ARTICLE 4 - UNION SECURITY

Section 1. Membership in the Union shall not be compulsory. Employees who are members of the bargaining unit have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee with regard to Union membership.

Section 2. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid to the Union by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment. Any employee who fails to comply with the above stipulation shall be terminated upon notification to management that the said employee has been given reasonable opportunity to pay the said dues and has refused and failed to do so.

Section 3. During the period of time covered by this agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amounts to the Union, provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payment to the Union.

Section 4. It is further agreed that the Union shall indemnify and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation fees and agency initiation dues as herein or hereafter provided.

ARTICLE 5 - STEWARDS

The Employer recognizes the right of the Union to designate two (2) stewards, none of whom are to be in the same department, and a Chief Steward. One of the stewards will be designated Alternate Chief Steward. Once these stewards are selected, their names will be submitted to the Director or his designee.

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

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

Normally, the Union shall be represented during contract negotiations by a bargaining committee consisting of the Chief Steward and four (4) other members. The following areas will be represented: Water Plants, Wastewater Plant/Lab, Service Department, Office Administration/Meter Department, and Maintenance Department. The names of the bargaining committee shall be submitted to the Personnel Director.

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.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

ARTICLE 7 - SPECIAL CONFERENCE

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

1. Such meetings shall be attended by a maximum of two (2) Bargaining Unit Members and representatives of Local 214.
2. The party requesting special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made. If both parties have subjects they wish to discuss, they shall be limited to subjects set forth in the agenda unless the Union and the Employer mutually agree to include other subjects. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) day prior to the conference.
3. Special conferences shall be held between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

#### ARTICLE 8 - PROBATIONARY EMPLOYEES

Section 1. New employees hired in the unit shall be probationary employees for the first 130 working days of their employment. When an employee completes the probationary period he shall be entered on the seniority list of the unit as of date of hire. There shall be no seniority among probationary employees. Probationary employees shall receive a three (3) months evaluation. All fringe benefits shall be provided to the employee after three months.

Section 2. The Union shall represent probationary employees for the purpose of this agreement, except there shall be no seniority of or among probationary employees and their retention as employees shall be strictly within the discretion of the employer. The termination of a probationary employee prior to the completion of the probationary period shall not be subject to the grievance procedure providing said termination is within the provisions of the applicable state and federal laws.

Section 3. Current YCUA employees transferring into the bargaining unit from a non-bargaining unit position shall be probationary employees for 130 working days. Probationary employees shall receive a three (3) month evaluation. The employee will continue to receive his current benefits for ninety (90) days, at which time the employee will begin receiving fringe benefits under this agreement. The employee shall receive his/her former base rate of pay plus fifty percent (50%) of the difference between the new classification rate plus longevity under this agreement based on YCUA seniority for the first three (3) months on the job. After three (3) months the employee shall go to his full classification rate plus premium pay and longevity under this agreement.

Section 4. 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, phone number and starting date. Notification is to be sent to the Chief Steward and Alternate Chief Steward.

ARTICLE 9 - SENIORITY

Section 1. Seniority as that term is used in this agreement shall be based on the employee's seniority date. The employee's "seniority date" shall mean the date on which an employee began work in a position within this bargaining unit.

Section 2. If employees transfer into the bargaining unit from a non-bargaining unit position, his seniority date shall be as above; but for the purpose of determining such an employee's eligibility for fringe benefits, the date the employee commenced work as a regular full-time employee with YCUA shall apply.

Section 3. The Employer shall prepare and maintain a seniority list which shall show the names, seniority date, and job titles of all bargaining unit employees. The Employer will keep the seniority list up to date at all times and will provide the Union with copies on request.

Section 4. Seniority as it Applies to Present Employees

For the purpose of defining the seniority date of employees, all employees within this bargaining unit as of November 15, 1978 will maintain whatever seniority date that was in effect for that employee on that date.

All employees entering this bargaining unit either as new hirees or transfers after November 15, 1978 will begin their seniority as stated in Section 1 and Section 2 above.

Section 5. Loss of Seniority. An employee shall lose his/her seniority and status as an employee if:

1. He/she quits.
2. He/she retires.
3. He/she is discharged and the discharge is not reversed through the grievance procedure.
4. He/she is absent from work for three (3) consecutive working days without notifying the company.
5. He/she does not return to work within five (5) working days from the mailing of the notice of recall from layoff by the employer.
6. He/she fails to return from sick leave or a leave of absence within three (3) working days after termination of his/her leave.
7. He/she has been on layoff for a period of time equal to his/her



seniority at the time of his/her layoff or one (1) year, whichever is greater.

ARTICLE 10 - LAYOFFS

Section 1. When employees are laid off, the following procedure shall apply:

- (a) Employees shall be laid off in inverse order of bargaining unit seniority within their department classification.
- (b) Employees who are laid off may bump downward or laterally into any position within the unit for which they possess the qualifications and ability to perform the work with minimum training and supervision, provided that the employee has more seniority than the least senior employee in that position. The determination of the employee's qualifications and ability will be made by the employer. "Minimum training" shall be a maximum of five days.

Section 2. The Employer shall give written notice to the employee and the Union of any proposed layoff. Such notice shall state the reason therefor, and shall be submitted at least one (1) week before the effective date of the layoff.

Section 3. Recall of laid off employees shall be in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by certified mail.

ARTICLE 11 - VACANCIES

Section 1. When a regular, full-time position becomes vacant, the Employer will determine if such vacancy will be filled. 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. Job awards shall be made within thirty (30) working days. The employee who is awarded the job shall be placed in the new position as soon as an adequate replacement, if needed, is secured. Members of this bargaining unit shall be considered first for such vacancy or positions, provided they have the necessary qualifications.

Section 2. The employee who is awarded the position shall be given a 130 working day qualifying period. In the event that an employee shall not qualify for a position, they 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. When an employee bids into a higher classification, he/she will receive his/her former base rate of pay plus fifty percent (50%) of the difference between the new classification rate plus applicable longevity and premium pay for ninety (90) days. On the 131st working day in the position the employee will be qualified. If an employee bids on a lower position, he/she shall go to the starting rate for that position for the first ninety (90) days.

Section 3. The Chief Steward and the Alternate Chief Steward shall be sent a copy of all job postings. Prior to posting new positions, the Chief Steward shall be notified of the new position. The Employer and the Union shall meet to negotiate rates of pay for any new position or changed position. All or any job descriptions shall be made available to the Union upon request to the office of Director by the Chief Steward.

Section 4. 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, to fill the position it shall be re-posted.

Section 5. When a position is posted and not bid on, the Employer shall have ninety (90) days to fill the position or it shall be re-posted.

Section 6. Time limits as set forth in this Article may be extended by mutual agreement. Such extensions shall be stipulated in writing and signed by both the Union and the Employer, with copies to all parties.

#### ARTICLE 12 - TEMPORARY ASSIGNMENTS

Temporary assignments to fill vacant positions shall be offered to qualified employees in order of seniority, the most senior qualified person being offered the position first. If all qualified employees reject the offer, the lowest senior qualified employee must accept the temporary assignment.

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

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

#### ARTICLE 13 - EDUCATIONAL OPPORTUNITY

YCUA will provide to employees, based on budget limitations, the opportunity to take job-related courses at an accredited college or university or community college through the reimbursement of educational expense. Employees must receive prior approval from the YCUA Director with respect to any course taken. In those cases in which reimbursement is approved, the employee shall advance the cost of all tuitions and required textbooks and shall be reimbursed by the YCUA upon the satisfactory completion of each course. Satisfactory completion shall require a "C" or better in undergraduate work and a "B" or better in graduate work. Evidence of satisfactory completion is required in those courses where grades are not awarded. The Employer will pay for all educational programs which are required for an employee to maintain any license that is necessary for their position. The Employer will provide paid release time for the purpose of attending classes to maintain such licenses, provided this does not disrupt its operation. The Employer shall reimburse employees for mileage at the current

contract rate to attend such license classes or furnish a vehicle for that purpose.

ARTICLE 14 - LEAVES OF ABSENCE

Section 1. Leave of Absence Procedure

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, except as specifically set out in each section. Except as specifically set out herein, 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 beyond 120 days. An employee who takes a leave of absence for one hundred and twenty (120) days or less 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 premium is made on a monthly basis through and as prescribed by YCUA.

Section 2. Short Term Leaves

Leave without pay for short periods of time, not to exceed 30 days, may be granted to an employee for a justifiable cause. Any employee who wishes to take a leave without pay shall sign a leave slip with the number of days on leave and the reason for such leave. The leave slip shall indicate approval or disapproval by the employee's immediate supervisor. No leave without pay for less than three days may be granted until an employee has exhausted his/her personal days.

Section 3. Military Leave

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.

Section 4. 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.

#### Section 5. Election of Position

A permanent employee who has been elected or appointed to a public or Union position may be granted a leave of absence without pay for a period not to exceed the term of office, so long as this leave will not interfere with the efficient operation of the department.

#### Section 6. Maternity and Child Care Leave

Any employee who becomes pregnant shall notify the Employer of her pregnancy. The Employer shall require a physician's statement as to the expected date of delivery and whether it would be injurious to the woman's health to work during the pregnancy. The employee may work during her pregnancy as long as she is physically capable of performing her job. Employees, at their option, may utilize their sick leave and the sickness and accident policy if they are physically unable to work during this period or they may take a voluntary unpaid maternity and child care leave not to exceed six (6) months. If at the end of six (6) months the employee has not requested reinstatement, her employment shall be terminated.

#### Section 7. Funeral Leave

Up to four (4) days leave with pay shall be granted to any employee for the purpose of attending the funeral of a member of his or her immediate family. A member of his or her immediate family shall be: spouse, parent (step-parent), spouse's parent (step-parent), grandparent, spouse's grandparent, child (step-child), grandchildren, brother, sister, brother-in-law, sister-in-law, 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 additional day will also be granted, provided the employee has to travel more than 250 miles to attend the funeral. Any additional time for bereavement may be requested from the employee's sick leave, vacation, or personal 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.

#### Section 8. Personal Leave Days

Each permanent employee covered by this agreement shall receive, effective September 1 of each year, two (2) eight (8) hour personal leave days to be used at the employee's discretion. This leave is in addition to sick and vacation leave. Employee must get approval of immediate supervisor before he/she can take personal leave time. Employee who completes his/her probationary period prior to September 1st shall receive a pro-rata amount of personal days pro-rated from date of hire.

#### Section 9. Leave of Absence to Care for Family Members

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

### ARTICLE 15 - SICK LEAVE

Section 1. Sick leave begins to accumulate with employment, but does not become available to the employee until completion of one month of employment.

Section 2. Sick leave shall accrue monthly at the rate of one (1) day for each completed month of service.

Section 3. Maximum sick leave accrual shall be two hundred (200) days.

Section 4. All accrued sick leave over two hundred (200) days shall be paid to the employee on December 1 of each year at the employee's then current rate of pay.

Section 5. When an employee leaves employment at the YCUA, he or she shall be paid one half (1/2) of all the accumulated sick leave to a maximum of one hundred (100) days, to be paid at the employee's current rate of pay.

Section 6. Three (3) consecutive sick leave days may be taken before a physician's certificate is required.

### ARTICLE 16 - WORKERS' COMPENSATION

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  $66\frac{2}{3}$  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 under this Article.

Time taken off due to illness or injury that is compensable under Workers' Compensation shall not be deducted from the employee's accumulated sick leave bank.

**ARTICLE 17 - JURY DUTY**

If an employee is required to report for and/or perform jury duty as prescribed by applicable law, the YCUA agrees to pay the difference the employee will receive as juror and the regular rate of pay which the employee would normally receive from the YCUA. In order to collect under this Article, the employee must deliver any check or funds he or she receives from any source to the 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 rate of pay to the employee.

**ARTICLE 18 - VACATION**

Section 1. Paid vacation for all employees shall be as follows:

<u>Years of Seniority as of Anniversary Date</u>	<u>Number of Weeks of Paid Vacation</u>
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

Section 2. 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. To facilitate scheduling, vacation requests for more than two days must be submitted to the supervisor thirty (30) days prior to the days requested off.

Section 3. Permanent employees shall accrue vacation time for any given year on the basis of accumulating one twelfth (1/12) of their annual vacation, for each month in which said employee is on the payroll for fifteen (15) working days.

Section 4. When an employee leaves the employment of the YCUA he or she shall be paid for all unused vacation time.

Section 5. In scheduling of vacation periods, preference shall be given to senior employees. Requests for vacation time for one or two days must be made to the employee's supervisor at least two working days prior to the time of taking such vacation and is subject to approval.

Section 6. The employee must take his/her earned vacation time each year by his/her anniversary date plus 180 days. Failure to complete vacation time during this additional allotted period shall result in loss of vacation. Employees shall not be allowed to take more than six (6) consecutive weeks of vacation at any one time. This shall not apply to vacation time accrued prior to January 1, 1984.

#### ARTICLE 19 - EMPLOYEE PENSION PLAN

Section 1. YCUA will provide employees covered by this Agreement with Pension Plan C-2 (B-1 Base) and F-55 (25 years of service) of the Michigan Municipal Employees Retirement System, under Act No. 135, as amended. YCUA shall pay full contribution for said plan.

Section 2. FAC-3 will be effective January 1, 1991, and B-2 will be effective January 1, 1992.

Section 3. Effective January 1, 1991, Teamsters will pay any initial pension cost whenever YCUA has to make any actual pension payments, up to 3.5% of their payroll.

#### ARTICLE 20 - LIFE INSURANCE

Section 1. The YCUA shall pay the full cost of providing term life insurance to all employees in the amount of \$40,000 death benefit. This insurance shall include coverage for accidental death and/or dismemberment.

Section 2. Employees who retire from YCUA employment shall be covered by a paid-up life insurance in the amount of \$5,000 death benefit only. Certificate of insurance will be given at retirement time.

Section 3. Upon retirement the employee shall have conversion option.

ARTICLE 21 - 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. If five or more employees choose this option they will receive a \$1500.00 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 until the child reaches age twenty-three (23) in



the case of employee's children who are full-time students or dependent upon the employee for support.

F. The Employer shall pay the cost of health insurance in effect at the date they retire 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. The supplement, along with Medicare, shall provide equivalent coverage to the health insurance that was in effect when the employee retired. 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 health insurance equivalent to the employee's health insurance at the time of death for the employee's spouse and dependents 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 22 - 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 \$650 per week for the first year and 66% of that wage to a maximum benefit of \$650 per week 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 23 - HOLIDAYS

Section 1. The following holidays shall be observed:

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

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

Section 2. Each full-time employee, other than an employee on a layoff or on any leave of absence, shall receive eight (8) hours pay at his regular rate for the holiday, provided the employee works the day prior to and the day following the holiday, or has received an excused absence for those days.

Section 3. In addition to the holiday pay provided above, an employee who works on the holiday will be paid for the time worked at double time, (2) times his regular rate. An employee must be scheduled to work and the schedule must be

approved by the employee's immediate supervisor before the employee works on a holiday. Employees called in to work on a holiday because of an emergency shall also receive double time for the time worked on the holiday.

ARTICLE 24 - WORK RULES

The YCUA may provide Work Rules for use in the operation of the Authority with a copy posted in each plant. If any conflict arises between the rules and this agreement, this agreement shall take precedence.

ARTICLE 25 - WORK SCHEDULE

Section 1. The Employer shall have the right to determine reasonable schedules of working hours and days, including the assignment of leave days and to establish the method and processes by which such work shall be accomplished.

Section 2. Regular Schedule. The regular work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Sunday. It is recognized by the Union that scheduling work is Management's right. It is recognized by the YCUA that such scheduling must not be arbitrary nor capricious.

Section 3. The Employer has the right to schedule overtime as required.

Section 4. Overtime. Time and one half (1-1/2) shall be paid for all hours worked in excess of eight hours per day or forty hours per week.

Section 5. 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.

Section 6. Call-Back. When an employee is called to return to work he shall be given one (1) hour as preparation and travel time for such call-back at time and one-half (1-1/2) in addition to the hours worked at time and one-half (1-1/2). The minimum payment for call-back shall be two (2) hours paid at time and one-half (1-1/2).

Section 7. Employees on the afternoon shift shall receive an additional .20 cents per hour shift premium. Employees on the midnight shift shall receive an additional .30 cents per hour shift premium.

Section 8. Special Premium Pay.

(a) 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 the Water Plant Superintendent and Assistant Water Plant Superintendent.

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 Assistant Wastewater Plant Superintendent, Chemist and Shift Foremen.

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 Service Department Supervisor, Service Department Foremen, and Meter Department Supervisor.

(b) Employees who, as of January 1, 1987, possess a license set out above and are working in the Maintenance Department shall continue to participate in 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.

#### ARTICLE 26 - GENERAL PROVISIONS

Section 1. Computation of Benefits. Any compensable day shall be considered a day worked for the purpose of computing benefits under this agreement.

Section 2. Credit Union. The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and pay this sum to a Credit Union not less frequently than weekly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union a statement in writing that he or she does not wish the employer to continue making such deductions provided that such revocation shall not be effective for one week from the date it is received by both the Employer and the Credit Union.

Section 3. Operational Changes. Prior to any major operational changes being implemented, the Employer shall notify the Union of such changes and a meeting will be arranged between representatives of the YCUA and the Union to explain and discuss the changes.

Section 4. Visiting Operation of Employer. Upon notification to the office of the Director of Utilities, authorized representatives of the Union shall be permitted to visit the operations of the Employer during working hours to talk with stewards of the Local Union and/or representatives of the Employer concerning matters covered by this agreement.

Section 5. Examination of Records. Upon request to the 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 or any other records of the employee pertaining to a specific grievance, at a reasonable time with the employee's consent.

Section 6. Legal Assistance. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his duties and responsibilities. Such legal assistance may not be provided in cases of criminal prosecution or cases where the YCUA is an adverse party. If such assistance is denied, the YCUA Board shall provide the reason for denial in writing. Any denial may not be arbitrary or capricious.

**ARTICLE 27 - DISMISSAL PROCEDURE AND SUSPENSION**

Section 1. Dismissal Procedure. Dismissal shall be only for just and stated cause with the employee having the right to defend himself against any and all charges. An employee may be suspended and subject to discharge pending an investigation and meeting between the YCUA representatives and the Union Grievance Committee. It shall be the responsibility of the Union to request that such a meeting be held. Request for a meeting may be made by a phone call to the Director of Utilities or his designee. Such meeting shall take place within five (5) working days after the employee has been suspended. In the event the results of investigation and meetings herein do not settle the issue, the Union shall have the right to refer the matter to the grievance procedure at the arbitration level.

**ARTICLE 28 - PAST RECORD**

Section 1. The Employer shall not use an employee's past record for imposing disciplinary action after a period of two (2) years from the date of the infraction.

Section 2. Any employee who falsifies his employment application in regard to information concerning criminal activities, medical history or records, or driving records shall be subject to immediate discharge if within five (5) years of his employment the Employer learns that he has falsified his application.

**ARTICLE 29 EMPLOYEE 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. Any employee who moves his or her residence from within the service area or fails to move his or her residence into the service area within ninety (90) days from the completion of their probationary period shall be terminated. 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 30 - GRIEVANCE PROCEDURE**

Section 1. Any employee who has a grievance concerning his employment may verbally present said grievance to his/her immediate supervisor. If the grievance is not resolved within 24 hours the grievant shall reduce the grievance to writing.

Section 2. The written grievance shall be filed with the YCUA Director. Said grievance must be filed within seven (7) calendar days of the occurrence giving rise to the grievance.

Section 3. The YCUA Director or his designee shall reply in writing to the Union within seven (7) calendar days, giving his decision on the grievance.

Section 4. If the decision of the YCUA Director is not satisfactory, the Union may, within seven (7) calendar days of the receipt of the Director's decision, request a meeting with the YCUA representative to discuss the grievance. If the issue remains unresolved after this meeting, within seven (7) calendar days, the Union may request arbitration. Failure to request arbitration within seven (7) calendar days from the denial of the grievance by Management shall be conclusive that the Union accepts Management's last answer.

Section 5. Selection of an arbitrator is to be made through the American Arbitration Association in accordance with the policies of the American Arbitration Association.

Section 6. 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.

Section 7. The decision of the arbitrator shall be final and binding on all parties. An arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

Section 8. Cost of the arbitration fee shall be paid by the loser.

**ARTICLE 31 - LONGEVITY**

All employees employed as of January 1, 1994 shall be eligible to receive their next longevity step after January 1, 1993 under the terms of the collective bargaining agreement which expired December 31, 1992. The dollar amount of the employee's longevity pay at the point they receive that next step shall then be rolled into the employee's base wage. Thereafter, for each additional five years of future employment the employee will receive a \$300.00 lump sum payment to be paid in the first pay in the month following the employee's anniversary date,

provided, however, the employee shall not receive any additional longevity pay after the employee has been employed by the Authority for 29 years.

All employees who enter the bargaining unit after October 1, 1993 shall receive longevity pay on the following schedule, such payment to be paid in the first pay in the month following the employee's anniversary date.

		<u>Total</u>
30 months	\$ 150.00	\$ 150.00
4 years	150.00	300.00
9 years	300.00	600.00
14 years	300.00	900.00
19 years	300.00	1,200.00
24 years	300.00	1,500.00
29 years	300.00	1,800.00

ARTICLE 32 - BASE SALARY EFFECTIVE JANUARY 1, 1993

<u>CLASSIFICATION (TITLE)</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
Superintendent-Water/Maintenance	41,273.98	41,535.23	41,796.48	42,214.48	42,736.98
Asst. Sup't - Services/Water/Wastewater	39,940.99	40,202.24	40,463.49	40,881.49	41,403.99
Wastewater Chemist/IPP Coordinator	39,940.99	40,202.24	40,463.49	40,881.49	41,403.99
Supervisor - Services/Meter/Maintenance	38,274.68	38,535.93	38,797.18	39,215.18	39,737.68
Shift Foreman - Wastewater	36,038.24	36,299.49	36,560.74	36,978.74	37,501.24
Foreman - Services	36,023.94	36,285.19	36,546.44	36,964.44	37,486.94
Office Manager	34,903.63	35,180.44	35,457.26	35,900.16	36,453.78
Accountant	33,376.60	33,653.41	33,930.23	34,373.13	34,926.75

ARTICLE 32 - BASE SALARY EFFECTIVE JANUARY 1, 1994

<u>CLASSIFICATION (TITLE)</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
Superintendent-Water/Maintenance	42,064.38	42,325.63	42,586.88	43,004.88	43,527.38
Asst. Sup't - Services/Water/Wastewater	40,731.39	40,992.64	41,253.89	41,671.89	42,194.39
Wastewater Chemist/IPP Coordinator	40,731.39	40,992.64	41,253.89	41,671.89	42,194.39
Supervisor - Services/Meter/Maintenance	39,065.08	39,326.33	39,587.58	40,005.58	40,528.08
Shift Foreman - Wastewater	36,828.64	37,089.89	37,351.14	37,769.14	38,291.64
Foreman - Services	36,814.34	37,075.59	37,336.84	37,754.84	38,277.34
Office Manager	35,694.03	35,970.84	36,247.66	36,690.56	37,244.18
Accountant	34,167.00	34,443.81	34,720.63	35,163.53	35,717.15

ARTICLE 32 - BASE SALARY EFFECTIVE JANUARY 1, 1995

<u>CLASSIFICATION (TITLE)</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
Superintendent-Water/Maintenance	42,854.78	43,116.03	43,377.28	43,795.28	44,317.78
Asst. Sup't - Services/Water/Wastewater	41,521.79	41,783.04	42,044.29	42,462.29	42,984.79
Wastewater Chemist/IPP Coordinator	41,521.79	41,783.04	42,044.29	42,462.29	42,984.79
Supervisor - Services/Meter/Maintenance	39,855.48	40,116.73	40,377.98	40,795.98	41,318.48
Shift Foreman - Wastewater	37,619.04	37,880.29	38,141.54	38,559.54	39,082.04
Foreman - Services	37,604.74	37,865.99	38,127.24	38,545.24	39,067.74
Office Manager	36,484.43	36,761.24	37,038.06	37,480.96	38,034.58
Accountant	34,957.40	35,234.21	35,511.03	35,953.93	36,507.55

Effective 1-1-93 = \$ .57/hour  
 Effective 1-1-94 = \$ .38/hour  
 Effective 1-1-95 = \$ .38/hour



ARTICLE 33 - SEPARABILITY AND SAVING CLAUSE

Section 1. In the event that during the terms of this agreement any provisions contained therein are made invalid by federal or state laws or declared invalid by any court of competent jurisdiction it is agreed that such provisions shall thereupon be inoperative, but this shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of the agreement is held invalid as set forth above, the parties shall meet for the purpose of negotiating changes made necessary by the applicable laws or decree.

ARTICLE 34 - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated and signed this agreement.

ARTICLE 35 - DURATION OF AGREEMENT

This agreement shall be in full force and effective from January 1, 1993 to and including December 31, 1995, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. There is, however, no retroactivity for any items wherein there was increased benefits, i.e., Sickness & Accident Policy, et cetera.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least sixty (60) days prior to September 1 of any subsequent contract year advising that such party desires to continue this agreement, but also desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

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

YPSILANTI COMMUNITY  
UTILITIES AUTHORITY

By John Hama  
D. Bruce Jones  
Larry R Thomas  
Ronald Szyf

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214

By Terry Price  
Dennis Parker  
Dale L. Beaudet  
Barbara J. Kugel  
Harry A. Grant  
Bert Riley

Dated 12-16-93

YPSILANTI COMMUNITY  
UTILITIES AUTHORITY

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

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214

Mr. Terry Dorcy  
Dennis Parker  
Dale Beaudet  
Barbara Kreger  
Henry Gerst  
Bert Riley

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UTILITIES AUTHORITY

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TEAMSTERS STATE, COUNTY AND  
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