



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

January 1, 2014 through December 31, 2018



TABLE OF CONTENTS

Table of Contents	1
Article 1 – Purpose and Intent	2
Article 2 – Recognition	2
Article 3 – Employer’s Rights	3
Article 4 – Union Security	3-4
Article 5 – Stewards	4
Article 6 – Strikes and Lockouts	4
Article 7 – Special Conference	5
Article 8 – Probationary & Qualifying Employees	5-6
Article 9 – Seniority	6-7
Article 10 – Layoffs	7-8
Article 11 – Vacancies	8-9
Article 12 – Temporary Assignments	10
Article 13 – Educational Opportunity	10-11
Article 14 – Leaves of Absence	11-15
Article 15 – Paid Time Off (PTO)	15-16
Article 16 – Workers’ Compensation (incorporated with Article 14 as of 1/1/14)	16
Article 17 – Jury Duty	16
Article 18 – Employee Pension Plan	17
Article 19 – Life Insurance	17
Article 20 – Health Insurance	18-20
Article 21 – Sickness and Accident Policy (incorporated with Article 14 as of 1/1/14)	20
Article 22 – Holidays	21
Article 23 – Work Rules	21
Article 24 – Work Schedule	21-24
Article 25 – General Provisions	24-25
Article 26 – Discipline	25-26
Article 27 – Past Record	26
Article 28 – Employee’s Residence	26
Article 29 – Grievance Procedure	26-27
Article 30 – Pay Classifications	27
Article 31 – Base Salary	28
Article 32 – Separability and Savings Clause	29
Article 33 – Waiver Clause	29
Article 34 – Duration of Agreement	29
Signatures	30

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 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 YCUA's success in establishing a proper service to the community.

The parties mutually recognize the responsibility of both the employees and YCUA to the public requires that any disputes arising between the employees and YCUA be adjusted and settled in an orderly manner without interruption of said service to the public. To these ends, YCUA and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives 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 Base Salary Table in Article 31.

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 work 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 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.

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

Section 3.

During the period of time covered by this agreement, the Employer agrees to deduct from the pay of any employee who so chooses any and all dues and/or initiation fees of the Union and pay such amounts to the Union, provided, however, that the Union presents to the Employer authorizations signed by 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 four (4) stewards and a Chief Steward. One of the stewards will be designated Alternate Chief Steward. Together this committee will be recognized as the Bargaining and Grievance Committee. Once these stewards are selected, their names will be submitted to the Director and the Human Resources Director or his or her designee.

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

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

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

ARTICLE 6 - STRIKE AND LOCKOUTS

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

ARTICLE 7 - SPECIAL CONFERENCE

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

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

ARTICLE 8 - PROBATIONARY & QUALIFYING EMPLOYEES

Section 1.

New employees hired from outside YCUA shall be probationary employees. Probationary employees shall be provided a probationary period that will consist of the first ninety (90) working days of their employment. When an employee completes the probationary period he or she shall be entered on the seniority list of the unit as of their date of hire. There shall be no seniority among probationary employees. The probationary employee shall receive a monthly evaluation. The newly hired Teamster (not promoted from within YCUA) will be paid according to the Base Salary Table in Article 31 and will receive all fringe benefits after thirty (30) days.

Section 2.

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

Section 3.

Current YCUA employees promoted into the Teamster Bargaining Unit from non-Teamsters positions shall be qualifying employees for a period of ninety (90) days. The qualifying employee will receive all fringe benefits under this agreement as of the effective date of transfer into the Bargaining Unit. The qualifying employee will receive the starting wage of the Teamster classification he or she has been promoted into, with salary increased pursuant to the Base Salary Table in Article 31.

Section 4.

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

ARTICLE 9 - SENIORITY

Section 1.

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.

Hire Date as this term is used in this agreement, shall refer to an employee's actual date of hire as a full-time employee with YCUA. This shall be used for the purpose of determining such an employee's eligibility for fringe benefits.

Section 2.

If an employee transfers into the bargaining unit from a non-bargaining unit position of YCUA, his or her 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. For these purposes this date shall be referred to as the employee's Hire Date.

Section 3.

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

Section 4. Loss of Seniority

An employee shall lose his or her seniority and status as an employee if:

1. He or she quits.
2. He or she retires.
3. He or she is discharged and the discharge is not reversed through the grievance procedure.
4. He or she is absent from work for three (3) consecutive working days without notifying the company unless there are verifiable extenuating circumstances.

5. He or she does not return to work within five (5) working days from the employee's receipt of mailing of the notice of recall from layoff by the employer unless there are verifiable extenuating circumstances.
6. He or she fails to return from sick leave or a leave of absence within three (3) working days after termination of his or her leave unless there are verifiable extenuating circumstances.
7. He or she has been on layoff for a period of time equal to his or her seniority at the time of his or her layoff or one (1) year, whichever is greater.
8. Redemption of a Worker's Compensation Claim.
9. Found working for wages in a manner that would jeopardize the employee's timely return while on paid or unpaid leave of absences unless authorized by the attending physician and prior written approval is received by the YCUA Human Resources Director.

Section 5.

Teamsters promoted to a higher position within YCUA but outside the bargaining unit. When a Teamster member accepts a promotion within YCUA but outside the bargaining unit he/she will be allowed a thirty (30) day period to return to his/her former position in the bargaining unit without loss of seniority or bias.

Section 6.

A bargaining unit employee who accepts employment with YCUA outside this bargaining unit will have all accumulated seniority frozen. If the employee returns to this bargaining unit, their seniority will begin to accumulate from the point at which it was frozen.

ARTICLE 10 - LAYOFFS

Section 1.

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

1. Employees shall be laid off in inverse order of bargaining unit seniority within their department classification.
2. Employees who are laid off may bump downward or laterally into any position 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. Training shall be 10 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 therefore, and shall be submitted at least 30 days before the effective date of the layoff.

Section 3.

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

Section 4.

1. All Teamster members that are on layoff status shall be contacted by the employer when there is a vacancy/posting that has not been signed by current working Teamster members prior to the position being posted for any other bargaining unit to sign.
2. All Teamster members on layoff status shall be contacted by the employer when any vacancy/posting is not filled prior to the employer listing the position as available for the general public.
3. All Teamster members filling vacancies/postings shall be filled pursuant to Article 11, Section 1.

Section 5.

An employee on layoff shall have their seniority frozen as of the effective date of layoff until such time that they are recalled to work or pursuant to Article 9, Section 4.

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

Section 2. Newly Promoted Teamster

Once awarded the position, the newly promoted Teamster will be given a ninety (90) day qualifying period. The newly promoted Teamster will receive the wage pursuant to the Base Salary Table in Article 31 based upon years of service in the Teamster bargaining unit. During this time if his or her performance does not meet the level of his or her department's standards, he or she will be given written notification of the observed performance deficiencies and an opportunity to correct them. If the newly promoted Teamster does not show measurable improvement in an agreed upon time frame, he or she will be disqualified and will be returned to the Teamster position formerly held without loss of seniority or bias.

Section 3. Newly Promoted Teamster from Outside the Bargaining Unit

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

Section 4. Newly Hired Teamster from Outside the Authority

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

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

Section 5.

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

Section 6.

If any position becomes vacant because of an employee's lacking ability, the Employer may go to the next senior person that signed the posting. However, if a job posting is filled and vacated after sixty (60) working days, it shall be re-posted.

Section 7.

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

Section 8.

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

ARTICLE 12 - TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of interpretation may 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.

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

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

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

ARTICLE 13 - EDUCATIONAL OPPORTUNITY

Section 1.

YCUA will provide to employees, based on budget limitations, the opportunity to take job-related courses at an accredited college or university or community college through the reimbursement of educational expense. Employees must receive prior approval from the Human Resources Director or his or her designee with respect to any course taken. In those cases in which reimbursement is approved, the employee shall advance the cost of all tuition and shall be reimbursed by YCUA upon the satisfactory completion of each course. Satisfactory completion shall require a C or better in undergraduate work and a B or better in graduate work. Evidence of satisfactory completion is required in those courses where grades are not awarded.

Section 2.

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

Section 3.

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

Section 4.

The employer shall reimburse employees for the application and or renewal of all fees for any license and certification held by the employee that is required for their position.

ARTICLE 14 - LEAVES OF ABSENCE

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

Section 1. FMLA Qualified Leave

Employees will be afforded all rights required by the Family and Medical Leave Act. The employee will retain all medical, dental, vision, life insurance and disability insurance benefits while under the FMLA leave, and will continue to accumulate PTO time and seniority during FMLA. Employees will be required to use their available PTO during FMLA. Once all leave time is exhausted the remainder of the leave will be without pay. If an employee on FMLA is found to be working another job with duties that violate their medical restrictions employment with the Ypsilanti Community Utilities Authority shall be terminated immediately. The employee shall be notified by certified mail of the termination.

Section 2. FMLA Non-Qualified Leave

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

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

2. Other Medical Leave

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

3. Short-Term Disability Leave

The Employer shall provide a short-term disability policy for each employee.

- a. Upon approval by the carrier, this policy shall provide a tax free benefit of 60% of the employee's current hourly wage as of the last day worked to a maximum of \$850.00 per week for the first 180 days. The benefits will be payable by the short-term disability carrier to the employee on a weekly basis. There will be a 31-calendar day elimination period for sickness and injuries.
- b. Employees will be required to use their accumulated PTO during the 31-calendar day elimination period.
- c. Employees will be allowed to supplement their short-term disability payments during their leave with accrued PTO so long as they communicate with the Human Resources Department and the supplement does not exceed 100% of their regular pay for a 40-hour work week.
- d. Employees will maintain the following benefits during this leave: medical, dental, vision, short-term disability, long-term disability, life insurance, leave time accrual and accrual of seniority.
- e. A copy of the short-term disability policy shall be available to employees upon request of the Human Resources Department.

4. Long-Term Disability Leave

The employer shall provide a long-term disability policy for each employee.

- a. Upon approval by the carrier, this policy shall provide a tax free benefit of 60% of the employee's current hourly wage as of the last day worked to a maximum benefit of \$3,684.00 per month less any other income benefits, with a minimum benefit of \$50.00 per month until expiration set out in the policy terms. The benefits will be payable by the long-term disability carrier to the employee on a monthly basis. The elimination period will be 180 days or the date the employee's short-term disability benefits end.
- b. The following benefits will cease at the commencement of a long-term disability leave: medical, dental, vision, accrual of PTO and accrual of seniority.
- c. A copy of the long-term disability policy shall be available to employees upon request of the Human Resources Department.

5. Workers' Compensation Leave

The employer shall provide workers' compensation insurance for duty-disabilities.

- a. Any full-time employee, after completion of the new hire probationary period, who suffers a loss time injury compensable under the Workers' Compensation Act and if the employee is unable to return to work full time, even with accommodations, the Employer shall pay the difference between the amount paid by the Workers' Compensation carrier and the employee's current rate of pay for a period of 6 months. As with any medical leave the employee will have all accumulated PTO benefits earned prior to the loss time injury frozen until he or she returns to work. At the end of the initial one (1) year period, if the employee is still unable to return to work even with accommodations, then he or she will be placed on an unpaid medical leave.

- b. As long as the employee is eligible and receives Workers' Compensation payment, the Employer shall continue the following benefits during the initial one (1) year period: medical, dental, vision, short-term disability, long-term disability, life insurance, PTO accrual and accrual of seniority.
- c. If the employee's claim is redeemed or the employee takes a duty-disability retirement, this will end all obligation of the Employer to provide benefits or payments to the employee that are provided under the workers' compensation leave provision of Article 14.
- d. After the initial one (1) year period the medical, dental and vision coverage shall continue as long as the employee is eligible and receives a workers' compensation payment. The life insurance coverage may qualify for waiver of premium by the insurance carrier OR the employee may apply to convert the life insurance coverage into an individual policy. Accrual of seniority and PTO will cease.
- e. Time away from work under a Workers' Compensation claim will not be deducted from an employee's accrued PTO bank. However, the employee shall have the option of supplementing workers' compensation benefits received with PTO time, up to the employee's weekly base rate of pay by contacting the Human Resources Department.

Employees who are off work due to illness for more than three (3) days may be required to submit a doctor's note indicating that the employee is physically able to return to work. The Employer has the right to request an independent examination by the company physician to determine the feasibility of any medical leave of absence under Article 14.

Section 3. Non-Medical Leaves

1. Educational Leave

Educational leave for one semester to attend college, trade or vocational school for job-related instruction based on the needs of YCUA. The employee may continue his or her medical, dental and vision benefits by making COBRA arrangements with the Human Resources Department.

2. Personal Leave

Any employee may request a leave of absence by submitting the request in writing to his or her direct supervisor or department head who will send the request to the Human Resources Director or designee for approval. Leaves will not be granted for a period longer than the employee's total seniority and in no case longer than a 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 PTO time and rights under the pension plan accumulated prior to the leave of absence shall be maintained until the employee returns to work. However, the employee shall retain his or her accumulated seniority as of the date that the leave of absence begins. An employee on a leave of absence shall not accumulate seniority while on leave of absence from employment. An employee who takes a leave of absence for one hundred eighty (180) days or less will be returned to his or her former position upon return from his or her leave. An employee on leave of absence longer than

one hundred eighty (180) days shall be returned to the first available position for which he or she meets the minimum qualifications. Subject to, and consistent with, the group health insurance plan, coverage may be continued during the leave of absence provided COBRA arrangements are made with the HR Department.

3. Military Leave

Military leave will be in accordance with Federal and Michigan State laws. Any employee who belongs to the Military Reserve or National Guard and is required to go to Annual Active Duty for training during the year shall be given leave for a maximum of two (2) weeks unless additional time is granted by action of YCUA Human Resources Director or designee.

4. Elected Position

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

5. Funeral Leave

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

6. 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 and the Human Resources Director. No leave without pay for less than three days may be granted until an employee has exhausted his or her PTO bank. However,

leave without pay may be used at the employee's option when an employee is tardy less than 15 minutes.

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

ARTICLE 15 - PAID TIME OFF (PTO)

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

Section 1.

Paid Time Off (PTO) benefits will accrue monthly on Employee's anniversary date of hire. They will accrue beginning at the date of hire and become available to Employee after thirty days of employment, as with other fringe benefits.

Section 2.

Employee will accumulate PTO benefits based on the following schedule:

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

Employees hired on or after 9/1/13 will accumulate PTO benefits based on the following schedule:

Start date up to 5 years of service	25 days per year / 200 hours
5 years of service up to 10 years of service	30 days per year / 240 hours
10 years or more of service	35 days per year / 280 hours

Section 3.

In scheduling of PTO, preference will be given to senior employees. A Leave Request Form must be filled out and submitted to Employee's immediate supervisor for all paid time off. Whenever possible, PTO must be scheduled in advance for time off for vacations, personal leave appointments or other reasons. PTO time shall be used in 15-minute increments.

Section 4.

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

Section 5.

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

Section 6.

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

Employees hired on or after 9/1/13, unused PTO will be accumulated and available to be used in subsequent years. The maximum number of accumulated hours of paid time off is 480 hours (60 days). As of December 31, any hours in the PTO bank in excess of 480 hours will be paid, at Employee's then current rate of pay. Payment will be made in the month of January. This amount will be reported to MERS as wages.

Section 7.

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

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

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

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

Section 8.

If Employee dies while actively employed at the Authority, the payment of accumulated PTO time (100%) shall be paid to his or her estate at his or her then current rate of pay.

ARTICLE 16 - WORKERS' COMPENSATION

NOTE: This article, as amended, was incorporated with Article 14 – Leaves of Absence.

ARTICLE 17 - JURY DUTY

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

ARTICLE 18 - EMPLOYEE PENSION PLAN

Section 1.

YCUA will provide employees covered by this Agreement with Pension Plan B-2, FAC-3, F-55 (25 years of service) of the Michigan Employees Retirement System (MERS), under Act No. 135, as amended. YCUA shall pay full contribution for said plan except as provided in Section 2 below.

After January 1, 2014 (1/1/14), employees transferred into the bargaining unit shall retain their current pension multiplier. New employees hired externally after January 1, 2014 (1/1/14) will have a Pension Plan C-1, FAC-3, F-55 (25 years of service) of the Michigan Employees Retirement System (MERS), under Act No. 135, as amended. YCUA shall pay full contribution for said plan except as provided in Section 2 below.

Section 2.

Effective January 1, 2014 employees covered by this Agreement will be required to contribute four percent (4%) of their compensation toward the cost of their pension program.

Section 3.

All payments of PTO time will be reported to MERS as wages and included in Final Average Compensation in accordance with ARTICLE 15 6 PAID TIME OFF, Sections 6 and 7.

ARTICLE 19 - LIFE INSURANCE

Section 1.

YCUA shall pay the full cost of providing term life insurance to all employees in the amount of \$50,000 death benefit. This insurance shall include coverage for accidental death and/or dismemberment.

1. YCUA employees will be allowed to purchase an additional optional life insurance for themselves, their spouse and children. Contributions will be made weekly by payroll deduction on a post-tax basis. The employee contribution will be determined by the Group Insurance Carrier and only that amount will be charged to the employee.

Section 2.

After January 1, 1997, employees who retire from YCUA employment shall be covered by a group term life insurance in the amount of \$10,000 death benefit only. All other employees who retire prior to January 1, 1997 will receive the current \$5,000 death benefit only. Certificate/Policy of insurance will be provided upon request of YCUA's Human Resources department.

Section 3.

Upon retirement the employee shall have conversion option on this policy for a period of thirty (30) days. Conversion of the policy from the group plan must be done by the employee with YCUA assuming no responsibilities for such conversion.

ARTICLE 20 - HEALTH INSURANCE

Section 1.

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

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

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

Section 2. Labor/Management Health Insurance Committee

It is understood and agreed a Labor/Management Health Insurance Committee will meet annually in June to review current health insurance expenses and potential cost saving measures for both parties associated with health insurance plan design levels. All health insurance offered will be in accordance with state and federal legislation. Any applicable legislation mandates that take effect during the duration of this contract will be implemented as required by law. Such changes could require a change in health insurance carrier. The Committee shall be comprised of two (2) members of management and two (2) members of the bargaining and grievance committee.

Section 3.

YCUA will provide dental insurance for the employee and the employee's family including enrolled eligible dependents. The per person maximum per benefit year is \$1,000 on Class 1, Class 2, and Class 3 services as outlined below. Payment for Class 4 services have a maximum lifetime benefit of \$2,000 per eligible person. Said insurance to include coverage levels as outlined below along with applicable plan deductible:

1. Preventive & Diagnostic (Class 1) @ 100%
2. Basic (Class 2) @ 100%
3. Major (Class 3) @ 70%
4. Orthodontics (Class 4) @ 50%

Section 4.

YCUA will provide optical insurance for the employee and the employee's family including enrolled eligible dependents. The Authority will reimburse employees up to \$50 for eye examinations and \$200 for lenses and frames, or contact lenses per calendar year.

Section 5.

The Employer shall provide the option for each bargaining unit employee to withdraw from the health insurance provided by YCUA, if he or she is covered under the health insurance of his or her spouse. An employee who chooses to withdraw would receive \$3,000.00 paid in twelve (12) equal monthly installments on the fourth pay date of the month.

1. The employee will sign a waiver of benefits form annually during the open enrollment period to receive the buyout payment. In the event of an eligible mid-year special enrollment event, the employee must notify the Employer within thirty (30) days of the life change event and the Employer will provide insurance according to the Health Plan Document. The employee will have to pay back an appropriate pro-rated amount of the buyout payment.
2. The above option shall not be available for married employees when both spouses are eligible for health insurance in the YCUA health plan either as an employee or retiree.
3. If, for any reason, this plan shall jeopardize the tax exempt status of the health insurance 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 for the other employees remains tax exempt.

Section 6.

Should the employee die prior to retirement, the Employer shall provide health insurance for the employee's surviving spouse based upon the spouse's annual enrollment election and eligibility to receive a YCUA MERS pension benefit. This health insurance will continue until the earliest of the following: spouse reaches Medicare eligible age, spouse remarries, or spouse becomes eligible for other health insurance as long as the employee's spouse continues to pay any required monthly contributions as determined by annual enrollment elections.

Section 7. Retiree Health Insurance

In order to be eligible for YCUA retiree health insurance, a retiree must begin receiving MERS pension benefits within 60 days from their last date of active employment with YCUA, or they must move directly from disability or medical leave status to retiree status drawing a MERS pension.

For retirees hired prior to September 1, 2009 and retiring on or after January 1, 2014, the Employer shall provide the same level of health insurance, terms, conditions and obligations as received by active employees outlined in sections 1, 3, and 4 until the retiree reaches Medicare eligible age. The retiree's benefits and required contributions will change as the active employee's benefits and required contributions change. Required contributions in retirement shall be capped at the contribution level in effect at the time of retirement. Retirees must enroll annually in the health plan(s) offered by the Employer during the annual open enrollment period. Retiree contributions shall be made to the Employer's Human Resources Department prior to the last business day each month in order to ensure continued health insurance. Failure to enroll annually and remit monthly payment will result in termination of health insurance unless retiree requests a 30 day grace period for premium payment through YCUA's Human Resources Department.

When the retiree reaches Medicare eligible age, the Employer will provide a Medicare supplement as if the retiree was enrolled in all available Medicare coverages. This supplement will be available as long as the retired employee shall live. The supplement, along with Medicare, shall provide health insurance coverage as outlined in this article. The Employer will continue the supplement for the retiree's spouse and eligible dependents as long as the retiree lives.

Upon the death of a retiree, for retirees hired prior to September 1, 2009 and retiring on or after January 1, 2014, the Employer shall provide health insurance, as outlined in this article, for the retiree's surviving spouse so long as the surviving spouse is eligible to receive a YCUA MERS pension benefit. This health insurance will continue until the earliest of the following: spouse reaches Medicare eligible age, spouse remarries, or spouse becomes eligible for other health insurance as long as the employee's spouse continues to pay any required monthly contributions as determined by annual enrollment elections. When benefits continue on the surviving spouse, benefits will also continue for eligible dependent children until the earlier of the date benefits of the surviving spouse terminate or the date dependent children are no longer eligible.

Section 8.

Employees hired on or after 9/1/09 will not receive health insurance upon retirement nor be eligible for the benefits outlined in section 6 above. YCUA will continue a Health Care Savings Plan and contribute \$100 per month for each employee hired after 9/1/09. The employee shall contribute a monthly pre-tax contribution as determined by the then current participation agreement. Based on current pending legislation, this contract provision may need to be revisited during the term of this agreement so as not to adversely impact bargaining unit employees.

Section 9.

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

ARTICLE 21 - SICKNESS AND ACCIDENT POLICY

NOTE: This Article, as amended, was incorporated with Article 14 – Leaves of Absence.

ARTICLE 22 - HOLIDAYS

Section 1.

The following holidays shall be observed:

- Day before New Year
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- July 4th
- 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 or her regular rate for the holiday.

Section 3.

In addition to the holiday pay provided above, an employee who works on the holiday will be paid for the time worked at double time, (2) times his or her 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 23 - WORK RULES

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 24 - 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 the Employer's right. It is recognized by YCUA that such scheduling must not be arbitrary or capricious.

Section 3.

The Employer has the right to schedule overtime as required.

Section 4. Overtime

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

Section 5.

Nothing in the above shall be so interpreted as to result in the increase of time worked or the loss of any benefit now pertaining to the workweek of the employee.

Section 6. Call-Back

When a Teamster is called to return to work, work begins at the time the Teamster arrives at the jobsite. The employee will be paid for the hours worked at 1 ½ times their regular rate of pay, starting at the time they arrive at the job site. The minimum payment for call-back shall be three (3) hours paid at time and one half (1 1/2). It is understood any employees eligible for call-back will respond within time to properly assist in addressing the overtime emergency.

Section 7. After-Hours Phone Calls

If a Teamster working as a Maintenance Supervisor, Water Systems Supervisor, T&D Supervisor, Wastewater Supervisor, T&D Foreman or Wastewater Foreman is called and responds to a call on work related matters outside their regular scheduled shift, they will be considered as working and paid under applicable legislation requirements. For the purpose of this section, responds is defined as answering a call or returning a missed call before the matter is resolved. These Teamsters will maintain a logbook of their after-hour phone calls taken. Each logged call is to include the time of the phone call, caller, and work related matter addressed. The employee will receive ½ hour (30 minutes) at time and one-half per day for each day they respond to a call. For purposes of this section a day will be defined as 12:00am - 11:59pm. If a Teamster reports to work as a result of an after-hours phone call, payment will only be in accordance with sections 4 or 6 and not pursuant to this section.

Section 8.

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

	Afternoons	Midnights
1/1/2014	1.55	1.75
1/1/2015	1.55	1.75
1/1/2016	1.55	1.75
1/1/2017	1.55	1.75
1/1/2018	1.55	1.75

Section 9. Special Premium Pay

1. Special premium pay shall be paid to all employees who are certified by virtue of licenses issued by the Department of Environment Quality or the Michigan Water and Environmental Association and are currently working in the treatment plant or department which is applicable to the license held. Special premium pay shall be accumulative. Premium pay shall be added to the base rate according to the following schedule.

Part 1:

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

The only positions that qualify for sewage treatment premium pay shall be WWTP Shift Foreman, Wastewater Treatment Supervisor, IPP Supervisor and Safety Supervisor.

Part 2:

MWEA	L-4	Laboratory Analyst	\$.30 per hour
MWEA	L-3	Laboratory Analyst	\$.30 per hour
MWEA	L-2	Laboratory Analyst	\$.40 per hour

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

Part 3:

MWEA	ECI-4	certification env. compliance	\$.30 per hour
MWEA	ECI-3	certification env. compliance	\$.30 per hour
MWEA	ECI-2	certification env. compliance	\$.40 per hour

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

Part 4:

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

The only positions that qualify for water distribution premium pay shall be the Transmission and Distribution Supervisor, Transmission and Distribution Foreman, Meter Department Foreman, Water System Supervisor, Engineering Manager, and Engineer.

Part 5:

MWEA	C-4 Collections Systems Maint.	\$.30 per hour
MWEA	C-3 Collections Systems Maint.	\$.30 per hour
MWEA	C-2 Collections Systems Maint.	\$.40 per hour

The only positions that qualify for collections systems maintenance premium pay shall be the Transmission and Distribution Supervisor, Transmission and Distribution Foreman, Engineering Manager, and Engineer.

Part 6:

MWEA	Grade 4 certification in plant maint	\$.30 per hour
MWEA	Grade 3 certification in plant maint	\$.30 per hour
MWEA	Grade 2 certification in plant maint	\$.40 per hour

The only positions that qualify for plant maintenance premium pay shall be the Maintenance Supervisor.

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

Section 10.

Shift preference will be granted on the basis of bargaining unit seniority and qualifications for the particular job assignment. The employee's choice of shifts shall be made two times per year; during the first two weeks of March each year and shall become effective the first workweek in April and during the first two weeks in August of each year and shall become effective the first workweek in September. This choice shall be binding until the next shift preference selection period becomes effective. However, after August, shift change may only be allowed when there is a vacancy or an opening in that classification, and the new employee is qualified in the bid position. At that time, the most senior person not on the shift where the opening occurs shall be asked if he or she wishes to fill the shift opening. If he or she declines, the next senior person will be asked, etc. Any employee filling a position via job bid shall be given their choice of shift that their seniority entitles them to and shall be binding upon the employee until the next scheduled shift preference selection. This shift preference shall not take effect until the employee has successfully completed their qualifying period.

ARTICLE 25 - GENERAL PROVISIONS

Section 1. Computation of Benefits

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

Section 2. Payroll Deduction

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

Section 3. Operational Changes

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

Section 4. Visiting Operation of Employer

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

Section 5. Examination of Records

Upon request to the Human Resources Director, the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at a reasonable time with the employee's consent. If the records requested are such that copies cannot be released then the employer shall work to both schedule and allow the affected employee to be present for the review of these records during normal business hours.

Section 6. Legal Assistance

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

ARTICLE 26 - DISCIPLINE

1. Discipline shall be only for just and stated cause with the employee having the right to defend himself or herself against any and all charges. It is understood by both parties to this agreement, to agree to the principles of progressive discipline.
2. An employee subject to disciplinary measures shall have the right to representation by two members of the bargaining and grievance committee, unless this right is waived by the employee or union. This waiver shall be noted in writing and forwarded to the Chief Steward.

3. An employee that is subject to any meetings with the employer relating to the investigation of matters that may lead to discipline by the employer shall be represented by two members of the bargaining and grievance committee, unless this right is waived by the employee or union. This waiver shall be noted in writing and forwarded to the Chief Steward.
4. An employee may be suspended and subject to discharge pending an investigation and meeting between the Director and Human Resources Director and two (2) members of the Bargaining and Grievance Committee. It shall be the responsibility of the Union to request that such a meeting be held. Request for a meeting may be made by a phone call to the Human Resources Director or his or her designee. Such meeting shall take place within two (2) working days after the employee has been suspended. In the event the results of investigation and meetings herein do not settle the issue, the Union shall have the right to refer the matter to Section 2 of the grievance procedure.

ARTICLE 27 - 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 or her 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 or her employment the Employer learns that he or she has falsified his or her application.

ARTICLE 28 - EMPLOYEE'S RESIDENCE

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

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

ARTICLE 29 - GRIEVANCE PROCEDURE

Section 1.

Any employee who has a grievance concerning his or her employment may verbally present said grievance to his or her immediate supervisor. An employee when verbally presenting the grievance to their immediate supervisor may request to have a union steward present. 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 Human Resources Director or his/her designee. Said grievance must be filed within seven (7) calendar days of the occurrence giving rise to the grievance.

Section 3.

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

Section 4.

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

Section 5.

Time limits as set forth in the grievance procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract.

Section 6.

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

Section 7.

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

ARTICLE 30 - PAY CLASSIFICATIONS

<u>Pay Grades</u>	<u>Classification</u>
2	Office Manager, Project Supervisor, Administrative Manager*
3	Foreman, Engineer, Accountant, Customer Service Manager
4	Chemist
5	Supervisor
6	Engineering Manager

All Teamsters that fall into these categories will make the same base wage. The only difference in wages will be any license premium paid to the Teamster.

*Subject to current Letter of Agreement on file

ARTICLE 31 – BASE SALARY

Effective 1/1/14: 2.0% one-time lump sum bonus payment of base pay (plus license premium).

Effective 1/1/15: 2.0% one-time lump sum bonus payment of base pay (plus license premium).

Effective 1/1/16: \$1000 one-time lump sum bonus payment.

Effective 1/1/17: \$1000 one-time lump sum bonus payment.

Effective 1/1/18: \$1000 one-time lump sum bonus payment.

Base Salary Table (based upon years of service in the Teamster bargaining unit)

Pay Grades	Start	1 year	2 years
1	\$25.54	\$26.07	\$26.60
2	\$28.08	\$28.68	\$29.26
3	\$31.59	\$32.26	\$32.91
4	\$33.79	\$34.49	\$35.19
5	\$34.02	\$34.71	\$35.38
6	\$35.58	\$36.32	\$37.06
7	\$35.83	\$36.58	\$37.32

**Lump sum bonus payments are subject to all applicable employment taxes. They are not subject to pension contributions or reported to MERS as wages.

Base Salary Table will remain the same for the life of the contract.

ARTICLE 32 - SEPARABILITY AND SAVINGS 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 33 - 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 34 - DURATION OF AGREEMENT

This agreement shall be in full force and effective from January 1, 2014 to and including December 31, 2018, and shall continue to be in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. There is, however, no retroactivity for any items wherein there was increased benefits, i.e., Sickness & Accident Policy, et cetera. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least sixty (60) days prior to September 1 of any subsequent contract year advising that such party desires to continue this agreement, but also desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Signature Page

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

FOR TEAMSTERS LOCAL 214:

**FOR YPSILANTI COMMUNITY
UTILITIES AUTHORITY:**

Scott Robinson, Chief Steward

Jeffrey Castro, Director

Scott Westover, Alternate Chief Steward

Kimberly Robinson, Human Resources
Director

Michael Shaffer, Steward

Dwayne Harrigan, Finance Director

Luther Blackburn, Steward

Bob Fry, Director of Service Operations

Stacey Reynolds, Steward

Brooke Miller, Human Resources Specialist

Mark Gaffney, Teamsters Local 214

John Hancock, Employer Representative

Ratification Date: December 16, 2013