

**ARTICLES OF AGREEMENT
THE CITY OF MISHAWAKA CENTRAL SERVICES DEPARTMENT
AND TEAMSTERS LOCAL UNION NO. 364
1-1-17 through 12-31-20**

THIS AGREEMENT is between the CITY OF MISHAWAKA (the Employer) Teamsters Local No. 364 (the Union).

The Employer and the Union desire to establish and maintain sound labor relations, to facilitate the peaceful adjustment of grievances which may arise between the Employer and its employees, to promote safe and efficient operation of the department, and to strive for a high standard of workmanship in the Department.

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF**

Section 1.

- A.** No unit employee shall be required to become a member of the Union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the Employer or the Union against any unit employee because of membership or non-membership in the Union.
- B.** It is recognized and agreed that unit employees may or may not join the Union in accordance with the desires of individual employee.
- C.** It is further recognized that the Union, as the exclusive representative of all unit employees, regardless of whether the individual employees are Union members or not, owes the same duty of representation to all unit employees and agrees to provide such services to all unit employees; therefore, all unit employees shall, within ninety (90) days of the date of hire, pay a collective bargaining contract administration fee to the Union in an amount equal to the actual cost incurred by the Union for its representation of all unit employees, but such amount shall not exceed the monthly dues assessed Union members. The Union further agrees that no portion of the employee union dues or service fee assessments shall be used or expended for the support of political campaigns of individual, local, state, or national political candidates for public office, nor shall any union dues be used for this purpose.
- D.** The Employer shall deduct from the pay due all employees in the bargaining unit covered by this Agreement one month's union dues or service fee each alternate pay period not exceeding an amount certified by the Union and shall forward such dues and service fees to the Financial Secretary of the Union not later than the tenth (10th) day of the following month; provided, however, the employee has signed a written wage assignment. Such wage assignment shall continue in effect for the duration of this contract or until receipt by the Employer of a written notice of revocation of such order by the employee.
- E.** The Employer shall not be held liable for not collecting union dues or service fees for any month in which the employee receives (after deduction) pay less than the amount of such dues or service fees.
- F.** In the event an employee is receiving advance pay, such employee's union dues or service fees shall be deducted from that pay.
- G.** Union dues and service fees shall be authorized only during the existence of this Agreement.

ARTICLE 2
DEFINITIONS

The following definitions are a part of this Agreement:

- A) **Advance Pay** -- Any compensation earned by an employee that is paid one (1) to three (3) days before that employee's vacation leave period begins.
- B) **Bargaining Unit** -- All employees of the Mishawaka Central Services and Sewer Departments who are represented by the Union for collective bargaining purposes.
- C) **City** -- Shall mean the Civil City of Mishawaka.
- D) **Classification** -- Means any grouping of employees with similar job duties and with the same rate of pay.
- E) **Compensatory Time** -- Means paid time off, which is accrued for overtime hours actually worked at the rate consistent with overtime pay.
- F) **Employee** -- All persons employed full-time by the City of Mishawaka Central Services Department, except department heads, supervisors, professional people, general foremen, part-time employees, temporary employees, office manager, and clerical personnel.
- G) **Full-time Employee** -- An employee who works at least forty (40) hours per week and for more than five (5) consecutive months in a calendar year.
- H) **Immediate Family** -- Means father, mother, sister, brother, spouse, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-father, step-mother, step-children, or other person residing in the same household of the affected employee.
- I) **Project Coordinator** -- a bargaining unit employee who will help plan and arrange the work flow of a specific project assigned to them. Acceptance of the Project Coordinator assignment is voluntary.
- J) **Holiday Rate** -- Employee's regular pay plus double time.
- K) **Overtime** -- Any hours worked beyond the eight (8) hour workday or beyond the forty (40) hour workweek.
- L) **Part-time Employee** -- An employee that works less than forty (40) hours per week and for more than five (5) consecutive months in a calendar year.
- M) **Probationary Employee** -- A newly hired full-time employee who has worked for less than 91 calendar days. Such employee will be on probation for a period of 90 calendar days from the date of hiring unless the parties mutually agree to extend the probationary period and may be laid off or discharged during this period without recourse to this Agreement. After an employee's probationary period ends, the employee shall become a regular full-time employee and shall be subject to all the terms and conditions of this Agreement. Probationary employees shall not pay union dues or service fees until they become regular full-time employees.
- N) **Pyramid** -- Means compensating an employee twice for the same hours worked or compensating them at an amount equal to twice the permissible holiday or premium rates. Pyramiding does not include compensation for work performed on a holiday.
- O) **Reckless Misconduct** -- An employee engages in reckless misconduct when he intentionally does an act, or intentionally fails to do an act in violation of his duty that creates an unreasonable risk of danger to others.

- P) Shift Differential** -- A certain hourly pay rate increase for employees who work the second or third shift.
- Q) Supervisor** -- Any employee who is part of management and not a member of the bargaining unit.
- R) Temporary Employee** -- An employee who works full-time or part-time but for less than five (5) consecutive months in a calendar year.
- S) Minor Violations** -- those violations which are disciplinable with verbal or written warnings.
- T) Major Violations** -- those violations which are disciplinable with time off.
- U) Occurrence (attendance)** -- means a failure to punch in or out, a late arrival, an early leave, or an absence that is not paid or excused in accordance with the terms of the Collective Bargaining Agreement.
- V) Occurrence (disciplinary)** -- means a verbal warning, written warning, suspension or discharge for a violation of the Department's policies, procedures, rules and regulations.

ARTICLE 3 **RIGHTS OF MANAGEMENT**

- 1.** Nothing in this Agreement shall permit or authorize the Union or any of its members to officiate in management or in a supervisory capacity. It is agreed that the Employer will not use this prerogative for the purpose of discrimination against the Union.
- 2.** Except where specifically restricted in this Agreement, the parties agree that the Employer shall possess all the customary prerogatives of management including, but not limited to, those enumerated below:
 - A)** To hire, promote, suspend, discharge or otherwise discipline employees for violation of rules it deems necessary to impose for the overall benefit of the residents of the City of Mishawaka, its employees and/or its plant operations, or for other proper and just causes.
 - B)** Nothing in this Article shall abrogate the employee's rights to the grievance procedure.
- 3.** It is not the intent of Management to perform work that is normally performed by the bargaining unit employees except:
 - in emergency situations
 - at the golf course
 - at the pools
 - at the ice rink
 - when Management cannot find adequate coverage for work

ARTICLE 4 **HOURS OF WORK**

Section 1. Eight (8) consecutive working hours within a twenty-four (24) hour period will constitute a normal workday. Five (5) consecutive workdays, or forty (40) work hours shall constitute a normal workweek. An employee shall be paid time and one-half (1½) for all work done in excess of eight (8) consecutive hours per day and in excess of forty (40) work hours per workweek. Overtime, premium and

holiday rates shall not be pyramided. The employer shall pay double time to an employee for working on his seventh day if that day normally would have been the employee's second consecutive day off within a particular shift schedule and for all hours worked in excess of twelve (12) hours per shift.

Employees working a four-day, ten-hour schedule will have the following conditions:

- A) All paid time off will be tracked in hours, not days. (Example: An employee who works a five-day, eight-hour schedule will be charged eight hours for a day off. An employee who works a four-day, ten-hour schedule will be charged ten (10) hours for a day off.)
- B) Overtime will be paid after ten (10) hours of work.
- C) Overtime after twelve (12) hours in a working day will be paid at double time.
- D) The Employer shall pay double time to an employee after working on his seventh day if that day would have been the employee's third consecutive day off within a workweek.
- E) The conditions outlined in Section 4 will apply.
- F) Holidays will be paid according to the schedule the employee is working at the time of the holiday.
- G) An FTO half-day increment will be five (5) hours.
- H) Shift differential pay will be provided to employees working the qualifying hours under the four-day, ten-hour schedule.

Section 2. Unless stated otherwise by the employer, the work hours for the employees shall be 7:00 a.m. to 3:00 p.m. If the employer chooses to deviate from this schedule, the employer shall provide the employees with at least ten (10) calendar days' notice of any new schedule changes prior to their implementation. If the employer gives less than ten (10) calendar days' notice, the parties must mutually agree to the schedule change. The employees shall be entitled to one work break per day of one-half (1/2) hour which shall be taken at the city garage (if worksite is within one mile of the garage) or place designated by the employer with a given notice.

Section 3. A) For the computation of overtime, an excused absence or an official holiday will be computed as a day worked.

B) Employees can accrue up to twenty-four (24) hours of compensatory time. Employees will be given the option of pay or comp time for hours earned up to twenty-four (24) hours. Any hours earned over twenty-four (24) will be paid out in overtime pay. Employees must make a good faith effort to use comp time in a timely fashion. Comp time may be requested at any time, and may be granted at the complete discretion of management. Employees must realize, however, that a comp time request is more likely to be granted the earlier it is requested.

Section 4. A) If a job cannot be completed during the regular shift and management decides that the job must be completed on that particular day, the employee who has been working on that job during his regular shift shall be entitled to the overtime prior to senior employees being asked for overtime.

B) If an employee works on a scheduled day off, that employee will be guaranteed four (4) hours of work the employee completes the work for which he was scheduled in less than the guaranteed work period, then, at the employee's option, he may elect to be paid for the time actually worked, or he may perform other work assigned by management until the guaranteed work has expired.

C) If an employee is recalled to work after their regular shift, that employee will be guaranteed four (4) hours of work; however, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

D) If an employee is held over to complete certain work, that employee shall be paid the standard overtime rate for the actual hours worked.

E) Employees will receive a sixty cent (\$.60) per hour shift differential for all work performed on regularly assigned shift which commences between the hours of 3:00 p.m. and 11:00 p.m. and fifty-five cents (\$.55) per hour shift differential for all work performed on regularly assigned shift which commences between the hours of 11:00 p.m. and 7:00 a.m.

F) **Fleet Maintenance Technicians Shift Differential** - If regularly scheduled hours in a pay period include a minimum of two different shifts, the shift differential pay will be applied to all hours.

Section 5. If, under normal operating conditions, management determines that additional employees are needed for work, management shall select employees for overtime work from the voluntary overtime list taking first those employees with the least amount of total accumulated overtime hours. Employees shall be responsible for signing the voluntary overtime list. Management shall update the total accumulated overtime hours of each listed employee by Thursday of each week. Separate overtime lists will be maintained for Central Services and Fleet Maintenance Technicians.

A) If the number of employees needed for overtime work exceeds the number of employees on the overtime list, management shall have the right to call any employees it needs for work; provided, however, it has posted 24 hours' notice before the need arises. Management shall also have the right to cancel operations due to inclement weather conditions; provided, however, it has posted 12 hours' notice prior to the cancellation.

B) If emergency conditions exist, as declared by the Mayor or the Central Services Director, or his designee in his absence, management shall not be required to post any notice.

Section 6. During the winter shift schedule, the employer will attempt to accommodate, as much as possible, the employees' shift preferences; however, departmental seniority shall prevail when needed to provide efficient department operation. Also, during the winter shift schedule, seniority shall prevail in determining shift preferences for Fleet Maintenance Technicians.

Section 7. Missed Overtime - Only in the event of a blatant overtime missed assignment, where management has not corrected a reported error, will pay be rewarded. All other overtime missed assignments will be corrected by the subsequent assignment of overtime work.

ARTICLE 5 **TARDINESS/LEAVING EARLY**

Section 1. The following disciplinary schedule shall be followed:

<u>Number of Tardiness/Leaving Early</u>	<u>Disciplinary Step</u>
One (1)	Verbal Warning
Two (2)	1 st Written Warning
Three (3)	2 nd Written Warning
Four (4)	1 Day off Without Pay
Five (5)	2 Days off Without Pay

Six (6)
Seven (7)

3 Days off Without Pay
Discharge

Section 2. The number of occurrences accrued during the previous calendar year will be dropped to zero (0) on January 1st of the following year.

ARTICLE 6 **HOLIDAYS**

Section 1. Employees shall be granted ten (10) paid holidays each year in accordance with the City's holiday schedule. The City's holiday schedule will be posted by December 1st of the previous calendar year.

In addition, the employees shall have two (2) random holidays each year.

Section 2. Employee Pay On Regularly Scheduled Workday - If employees are scheduled to work on a holiday, they shall be paid their regular hourly rate plus time and one-half for the hours actually worked; provided, however, they have worked the regularly scheduled day before and after the holiday unless officially excused by the Department Head or his assistants. The hours worked on a holiday, which is an employee's regularly scheduled workday, shall not be charged toward the total accumulated overtime hours worked.

Section 3. Call-in - Any employees called to work on a scheduled holiday shall be paid the holiday rate plus a minimum of four (4) hours work at the double time rate. However, if that employee completes the work for which he was recalled in less time than the guaranteed four (4) hours of work and chooses to punch out instead of performing other work assigned by management, he shall only be paid for the time he actually works.

ARTICLE 7 **VACATIONS**

Section 1. A) Employees hired before January 1, 2011 with less than 25 years of service will retain their current vacation time off and thereafter earn vacation under the new schedule. Employees hired before January 1, 2011 with more than 25 year of service will retain 30 working days of vacation. Employees hired after January 1, 2011 will earn vacation in accordance with Section 2-598 of the Mishawaka Code of Ordinances. Vacation eligibility for City employees hiring into the Central Services Department/Fleet Maintenance Technicians work group from outside of the bargaining unit will be in accordance with the "me-too" agreement between the parties.

B) Employees with the most department seniority shall have priority in the selection of their vacation periods. Seniority will prevail for any vacation time selected for the year, as long as the vacation selection was made prior to March 1st. After March 1st, any vacation requests shall be granted on a first come, first granted basis. All vacation periods selected by employees are subject to prior approval by the employer.

It shall be the employee's responsibility to make a good faith effort to request all vacation leave available to them in the year it is accrued. Management shall make an effort to allow employees to take their vacation within the year it is accrued, but retains the right to deny vacation requests in the interest of efficiency.

If, at the end of a calendar year, an employee has not been able to use all of his vacation days as a result of a repeated denial by management, the employee shall have the right, by way of grievance, to request that the unused vacation days be paid out as regular paid time.

C) An employee shall not take more than two (2) weeks of vacation (10 working days) at one time unless otherwise permitted by the Department Head.

D) Vacations may be taken in one-half day or full-day increments. Granting an employee's vacation time is subject to Management's approval.

E) Employees must give twenty-four (24) hours' notice during the winter shift schedule and twenty-four hours' notice during any other time.

Section 2. When a paid holiday occurs during an employee's vacation, he shall receive an additional day of paid vacation.

Section 3. Bonus Days - A maximum of four (4) bonus days will be awarded on January 1. One (1) bonus day will be earned every three (3) months if an employee has received no more than one occurrence (attendance or disciplinary) in a three-month period. A newly hired employee may earn Bonus Days prorated from the date of hire to the next December 31st calculated on the basis of one Bonus Day for each full three (3) month period of employment. Such days shall be awarded the next year. An occurrence is defined as anytime an employee is in violation of departmental rules, fails to punch in or out, leaves before completion of shift without supervisor's approval or is late.

Bonus Days may be taken in one-half (1/2) day increments. Bonus days may be requested at any time and are granted at the complete discretion of management. Employees must realize, however, that a bonus day request is more likely to be granted the earlier it is requested.

ARTICLE 8 **GROUP INSURANCE**

(A) The City will continue to provide health insurance to employees and their families at the same cost to the employee as other City departments.

(B) Employees under the age of sixty-five (65) shall receive Fifteen Thousand Dollars (\$ 15,000) life insurance.

ARTICLE 9 **RETIREMENT PROGRAM**

Section 1. PERF - The employer agrees to continue the regular Public Employee's Retirement Fund.

Section 2. Retiree Health Insurance - The retiree health insurance plan shall be consistent with the policy established in Section 2-610 of the Mishawaka Code of Ordinances.

ARTICLE 10 **STEWARDS**

Section 1. The Employer recognizes the right of the Union to designate a steward and alternate to handle such Union business as may from time to time be delegated to them by the Union. Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement or any action in violation of law, except as authorized by official action of the Union.

Section 2. The Union shall be allowed space for a Union bulletin board on which to post notices. Only notices concerning Union business shall be posted.

Section 3. Employees who are representatives of the Union shall not leave jobs or work areas for the purpose of assisting in the settlement of grievances or attending meetings with management representatives until prior permission has been obtained from their immediate supervisors, which permission shall not be unreasonably withheld. Meetings shall be held after regular working hours unless determined otherwise by mutual agreement. Grievances, however, shall be processed during working hours.

ARTICLE 11
SENIORITY

Section 1. Types of Seniority - City employees within the bargaining unit shall obtain seniority on their 91st day of continuous, full-time employment, and such seniority shall be calculated to include the prior 90-day probationary period when successfully completed. There shall be two types of seniority for the Mishawaka Central Services Department and Fleet Maintenance Technicians work group.

A) Bargaining Unit Seniority

Bargaining unit seniority shall be computed from the employee's most recent date of hire in the bargaining unit.

B) Departmental Seniority

Departmental seniority shall be computed from the employee's previous date of hire in the Parks and Recreation, Street, or Central Motor Pool Departments.

For newly-hired employees, seniority shall begin with their date of hire into the Central Services Department or Fleet Maintenance Technicians work group.

In the event two or more employees are hired into the Central Services Department or Fleet Maintenance Technicians work group on the same day, seniority status shall be determined alphabetically by the first letter of the employee's last name at the time of hire.

Section 2. Computation of Seniority - Any time spent by an employee on sick leave, vacation and military leave shall be included within the computation for seniority.

Section 3. Seniority Loss - The seniority of an employee shall terminate under any of the following conditions.

- A) When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the city has sent a certified letter to his last known address requesting his return to work.
- B) When a laid-off employee gives timely notice of his intention to return to work after the City has requested his return but fails to return to work on the specified date and time of recall.
- C) When an employee resigns his employment with the City.
- D) When an employee is discharged for just cause.
- E) When an employee is laid off for more than twelve (12) months.
- F) When an employee receives total permanent disability compensation.
- G) When an employee retires.

ARTICLE 12
LAYOFF PROCEDURES

Section 1. If it becomes necessary for the employer to lay-off employees, the employer shall follow departmental seniority in determining which employees to lay-off. Employees with the least amount of departmental seniority shall be the first employees laid off.

Section 2. Any laid off employee shall be placed on a Central Services Department/Fleet Maintenance Technicians work group call-back roster and a bargaining unit call-back roster.

ARTICLE 13
CALL-BACK

Section 1. Call-back Roster - In the event that an employee is laid off, the name of that employee will be placed on a Central Services Department/Fleet Maintenance Technicians work group call-back roster and a bargaining unit call-back roster.

Section 2. Call-back Procedure - When a job becomes available in the Central Services Department/Fleet Maintenance Technicians work group covered by this agreement and there are employees whose names are on the appropriate departmental call-back roster, the employee with the most departmental seniority who is qualified for the job shall be offered the job. Once the departmental seniority list is exhausted the bargaining unit seniority list will be used. If there are employees whose names are on the bargaining unit call-back roster, the employee with the most bargaining unit seniority who is qualified for the job shall be offered the job.

Section 3. Employee Call-back Rights and Obligations – If an employee accepts a recall to another bargaining unit department other than the one from which they were laid off they will be allowed recall to their original department for a period of 12 months before their recalled position becomes permanent.

Section 4. Notice of Recall - In the event of a recall, an employee shall be given one (1) week's notice of recall by certified mail to his last known address, in the event that the recalled employee fails to make it known within three (3) working days of the receipt of the letter to the City Personnel Department of his intent to accept or reject the recall offer (as provided in paragraphs entitled, Call-back Procedure and Employee Call-back Rights and Obligations) that employee shall lose his bargaining unit seniority and shall be terminated from employment.

Section 5. City Records It is the responsibility of all laid-off employees to furnish the Personnel office with a current mailing address and telephone number. Any laid off employee not doing so shall be terminated.

ARTICLE 14
JOB VACANCIES

Section 1. All vacant and newly created jobs in the Central Services Department/Fleet Maintenance Technicians work group will be posted for bid for a period of three (3) working days. If no employee from the Central Services Department/Fleet Maintenance Technicians work group bids and qualifies for the vacant or newly created job, then the bid shall be posted for a period of three (3) working days at other bargaining unit work sites and the Personnel office.

Section 2. Bidding Priorities - Provided the employee who bids for the vacant or newly created job is qualified for the job, current employees will be given priority to fill the job opening as follows:

A) First priority will be given to bidders from the Central Services Department/Fleet Maintenance Technicians work group with the greatest departmental seniority.

B) Second priority will be given to senior employees in other bargaining unit departments.

Note: Departmental seniority is not transferable from bargaining unit department to bargaining unit department.

Section 3. Successful Bidders – Successful bidders shall be allowed no more than thirty (30) calendar days to accept or be accepted into the vacant or newly created job. If an employee is disqualified or disqualifies himself, he shall be returned to his original job classification. Management will give specific reasons for disqualifying an employee.

Section 4. Promotion within Central Services Classifications – An employee of the Central Services Department may appeal to the Central Services Director to advance to a higher classification in the department based on his skills acquired through cross-training. The Central Services Director will respond to the request for promotion within three (3) working days of the request. Additional time for evaluation may be granted with mutual agreement of the Director and the representing steward. One appeal for promotion may be made in a three-month period commencing with the Director's response to a request.

Section 5. Promotion to a Non-Bargaining Unit Position - Any unit employee who accepts a non-bargaining unit position within the bargaining unit will have a thirty (30) day tryout period before being removed from the Union seniority list. After thirty (30) days of employment such employee's bargaining unit seniority will be frozen for the duration of his service in a non-bargaining unit job. If said employee is permitted by the Employer to return to the bargaining unit in an open job, he will carry his frozen bargaining unit seniority into the new position, the individual will have no departmental seniority.

ARTICLE 15 **PAYDAY**

Pay will be distributed as prescribed by the City Controller.

ARTICLE 16 **FLEXIBLE TIME OFF/LONG TERM DISABILITY**

Section 1. Flexible Time Off (FTO)

(A) In recognition of the need for its employees to be away from work, employer agrees to establish and accrue a bank of time off for any personal needs such as personal or family illness, extension of bereavement leave or vacations, or for any other purpose. Such bank may also be used to satisfy the five (5) day waiting period for Long Term Disability Leave (LTD) described in Section 2. Such bank will not include personal holidays, bereavement leave (unless as an extension), jury or subpoenaed witness duty, LTD leave, leave of absence, or military leave.

(B) FTO accrual shall begin on the first day of employment for full-time employees and may be taken as accrued. Accruals shall be credited to each employee's account on the first day of each month for the prior month's service at the rate of one-half (1/2) day per month and continue at the same rate for each month of credited service.

(C) FTO days will continue to accrue as long as the employee remains in paid status, subject to the

limitation listed in (G) of this section.

(D) FTO days may be taken in full or half day increments. If becoming ill at work and leaving early, employees will be charged with one-half (1/2) FTO day if leaving after mid-shift and a full FTO day if leaving before mid-shift.

(E) Employees are expected to plan time off, setting aside some time in their personal bank for sickness. Employees are encouraged to keep a minimum of five (5) days in their bank at all times to provide for unexpected short-term sickness of for the required five (5) day LTD waiting period described in Section 2. If all FTO days or any other paid leave time is not available, any short-term illness will be an excused unauthorized absence, but without pay. Likewise, any long-term illness will result in a loss of pay for the five (5) day waiting period. The city retains the right to limit the number of excused absence occurrences as described in this subsection.

(F) Employees should schedule FTO time at least twenty-four (24) hours in advance with the approval of a supervisor. The city recognizes, however, that there will be times, such as days an employee or a dependent is ill or a personal emergency arises that cannot be anticipated. In such cases, it is the responsibility of the employee to inform his/her supervisor as soon as possible prior to the beginning of a workday or shift of such absence and when the employee expects to be able to return to work.

(G) Employees may carry over accrued but unused FTO days from year to year but in no event can they accumulate more than twenty-five (25) FTO days.

(H) All FTO days shall be on the basis of the employee's regular base day's salary.

(I) Employer will buy back FTO days from any employee, up to a maximum of six (6) FTO days per year. It is the responsibility of the employee to make timely application prior to this buy-back arrangement if so desired. In any event, employer will not buy back an amount of FTO days which would reduce the employee's personal bank to less than five (5) days, except as provided in paragraph (J) of this section.

(J) In the event a regular, full-time employee's service to the employer is terminated, including termination due to death or retirement, he/she shall be entitled to pay in lieu of FTO days for days due and not yet taken as of the date of such termination, including any FTO days carried over from prior years.

Section 2: Long Term Disability (LTD) – The long-term disability plan shall be consistent with the policy established in Section 2-595 of the Mishawaka Code of Ordinances.

ARTICLE 17 **FUNERAL LEAVE AND LEAVE OF ABSENCE**

Section 1. An Employee will be eligible for paid funeral leave for three (3) working days to make preparations for and attend the funeral and burial of a member of the employee's immediate family and to attend to any necessary legal matters of the decedent or his estate. An Employee will be eligible for paid funeral leave for one (1) working day to make preparations for and attend the funeral and burial of an Employee's aunt or uncle.

Section 2. Employees may be granted leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons agreed upon by both the Department Head and representatives of the Union. The maximum leave of absence, except in cases of compulsory military service, shall be for no more than twelve weeks; in the event such a leave is requested, the procedures outlined in the Family Medical Leave Act will be followed. Failure to comply with this provision shall result in the complete loss of rights for the employee involved. Seniority will be frozen during leaves of absence, except in cases involving military

service and on-the-job injury.

ARTICLE 18
JURY DUTY

The Employer agrees to pay an employee who is called and serves as a juror in a legally constituted court the difference between his earnings as a juror and the straight time earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent he is required to lose time from work for such examination. The examination notice is to be shown to the employee's supervisor as soon as practicable.

ARTICLE 19
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Procedure to be followed:

The employer and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee feels that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may invoke the provisions of Article 19. Except in the first step, all grievances and answers shall be in writing.

First Step: The aggrieved employee shall present his grievance individually, or with the union representative, to his immediate supervisor within five (5) working days of the occurrence of the grievance. The immediate supervisor shall respond to the grievance within five (5) working days after it is presented to him.

Second Step: If the grievance is not settled in the First Step, the employee alone, or the employee and the union representative, may submit the grievance to the head of the department within five (5) working days after the answer is given in the first step. The head of the department shall give his answer within five (5) working days after receiving the grievance.

Third Step: If the grievance is not settled in the Second Step, the employee alone, or the employee and the union representative may submit the grievance to the Director of the Human Resources within five (5) working days after the answer is given to the Second Step. The Director of the Human Resources shall give his answer within five (5) working days after receiving the grievance.

Fourth Step: There shall be a Joint Grievance Committee (JGC) comprised of two (2) union representatives to be appointed on a case-by-case basis by the Union, and two (2) City representatives to be appointed on a case-by-case basis by the City. No person shall participate as a JGC member in any case in which such person was a witness, served as a representative of any party in the grievance process, or has any personal interest in the matter. The JGC shall meet to hear grievances which have not been resolved in the above steps of the Grievance Procedure. The JGC shall have the power and authority to make a final and binding decision with respect to any matter properly brought before it, but has no power to alter the agreement, except when requested by both parties, to add the provisions of the agreement.

The City shall make its presentation first to the JGC in discharge and suspension cases, and the Union shall present first in all other cases, but the JGC may alter such procedures and make rules of procedure to ensure a fair hearing to all parties. The JGC shall render its decision in writing in cases involving

suspensions of five (5) days or longer and involving discharges, and either party may request a written decision or a bench decision in any other case.

A majority decision by the JGC is final and binding upon the Union, City, grievant, and all affected employees. Unwritten decisions and noticed from the JGC that they are deadlocked normally shall be rendered within twenty-four (24) hours of the close of the hearing, and written decisions normally shall be rendered within seventy-two (72) hours of the close of the hearing, but the JGC has the right to take such time as is necessary (such as for research) in order to render a full and fair decision.

Fifth Step: If the grievance cannot be settled in the Fourth Step, the employee may submit a written request to the Department of Human Resources within 5 (five) days requesting the services of an arbitrator from the State of Indiana to decide the issue. Either party may send a letter to the Federal Mediation and Conciliation Service requesting the services of an arbitrator from the State of Indiana to decide the issue. As soon as possible, a meeting shall be held with a mutually agreed upon arbitrator. Both parties may submit evidence and call witnesses to testify as to the facts concerning the grievance and the arbitrator shall make the decision on the evidence presented. The arbitrator shall have no authority to add to, detract from, or in any way modify the terms of this Agreement. Both parties agree to abide by the arbitrator's decision. The City and the Union shall share equally any fees charged by the State for arbitration service.

Section 2. The following provisions shall apply to the grievance procedure:

- A) Saturdays, Sundays and holidays shall not be used in determining days in reference to the grievance procedure.
- B) Failure of the Employer to give an answer to the grievance as of the last day to answer shall be considered a denial of the grievance and the employee shall have the right to then proceed to the next step of the grievance procedure.
- C) The Employer shall give the Union representative sufficient copies of the written answer in each step of the grievance procedure to distribute to each employee present at the grievance meeting.
- D) Unless consolidated by agreement of the Employer and the Union, each grievance shall be considered a separate case.
- E) If the Union does not appeal within five (5) working days of each step, the grievance is considered to be void.
- F) The time for filing a grievance involving the rate of pay shall begin on the day the employee receives his paycheck containing the grieved pay rate, unless it is previously filed.

Section 3. Inasmuch as a grievance procedure has been agreed upon, there shall be no strikes, stoppages of work, slowdowns, sit downs, sympathy strikes or other forms of interference with normal work routines during the life of this agreement or extension thereof. Both parties recognizing the fact that service to the public is a mutual desire, they will cooperate in all matters relating to labor management.

Section 4. The Employer agrees that it will not cause or direct any lockout of the employees.

ARTICLE 20 **VALIDITY**

This Agreement shall be subject to all Federal, State and local laws, and in the event any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of

the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications of substitution of such clause or clauses so held to be invalid.

ARTICLE 21 **SUBCONTRACTING**

It is the intention of the Employer not to deprive the employees of work covered by this Agreement either by subcontracting or by hiring an outside agency. However, the parties hereto understand and agree that occasions will arise whether of an emergency nature or otherwise when it will be necessary for the Employer to authorize outside manpower and/or equipment to properly perform its function.

ARTICLE 22 **DISCHARGE OR SUSPENSION**

Section 1. The Employer shall not discharge, suspend or discipline any employee without just cause, but in respect to discharge or suspension the employer shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward affected; provided, however, the employee has not committed one of the following acts or omissions while on duty.

- a) dishonesty
- b) reckless misconduct
- c) carrying of unauthorized passengers
- d) fighting

If the employee has committed any of the above-mentioned acts or omissions, the employer does not need to provide the employee with said notice.

An employee who is discharged, suspended or disciplined may have recourse through the grievance procedure. If through the grievance procedure, it is determined that an injustice has been done to the employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work because of such discharge or suspension.

Section 2. Discipline as provided for in the work rules shall not remain in effect for a period of more than 6 months from the date of said discipline.

Section 3. Notice of discipline for a minor violation shall be given within three (3) working days from the date Management became aware of the violation. Notice of discipline for a major violation shall be given within thirty (30) working days from the date Management became aware of the violation.

Section 4. The parties shall discuss additional rules regarding just cause for discharge and disciplinary action. Such new rules and regulations shall be posted for ten (10) working days before they go into effect. All such rules and regulations shall prevail in the application and interpretation of this article.

Section 5. No employee will be required to speed up work in violation of Minimum Safety Standards.

ARTICLE 23
GENERAL PROVISIONS

Section 1. Uniforms – The City shall have a sufficient amount of rainwear, boots and gloves as needed for use during inclement weather. The City shall provide one pair of insulated pants and a jacket, and the City will allow for the exchange and replacement or repair of apparel damaged in the line of duty with the approval of the Central Services Director. Except for Fleet Maintenance Technicians, each employee shall have an allowance to be spent on work boots according to the following schedule:

Employed with Central Services on or before December 31, 2017: \$600;
Employed with Central Services after December 31, 2017, but before December 31, 2018: \$450;
Employed with Central Services after December 31, 2018, but before December 31, 2019: \$300;
Employed with Central Services after December 31, 2019, but before December 31, 2020: \$150.

The purchase price of each properly-documented purchase of work boots will be deducted from the employee's allowance, with the remainder available for future work boot purchases through the end of the term of this contract. Upon termination of employment with Central Services, the employee forfeits any remaining allowance.

The City shall also furnish uniforms and gloves to be worn by the employees during all working hours. If the uniforms and gloves are damaged by normal wear and tear due to daily working conditions, the employer shall provide replacement uniforms and gloves. A total of eleven (11) uniforms will be furnished per year.

Section 2. Revoked or Suspended License - In the event an employee has his Commercial Driver's License revoked or suspended due to negligence, driving under the influence of alcohol or narcotics, or driving while intoxicated, he shall be placed in the lowest job classification and pay rate within that department for sixty (60) calendar days or until the Commercial Driver's License has been reinstated, whichever occurs first. Upon reinstatement of his Commercial Driver's License, the employee will be returned to his former job classification and pay rate. If the license is not reinstated within the sixty (60) calendar day time period, the employee shall be terminated. If an employee is disqualified from driving under DOT requirements for more than sixty (60) calendar days he shall be terminated immediately without suspension.

Section 3. Training - The City shall provide the opportunity for employees to attend and/or participate in training, seminars, or other forms of instruction necessary to perform the duties of the job classifications. However, the City reserves the right to approve classes and instructors.

The Employer shall pay in advance the cost for all approved training and seminar courses. The Employees shall pay in advance the cost of all other approved forms of instruction with the Employer reimbursing the Employee for the cost of such instruction upon successful completion of the course.

Section 4. Physicals - Employees holding a CDL will have the option of having their required physical examination arranged and paid for by the Employer at a facility of the Employer's choice and billed directly to the Employer, or arranging the physical examination at a facility or physician of the Employee's choice and at the Employee's expense.

Section 5. Commercial Driver's License - For new employees and for current employees bidding into a job requiring a CDL, the City will pay for the required drug screen and shall not pay for any other costs associated with the CDL. If an employee moves into a new job that does not require a CDL, but wishes to maintain his CDL, the employer shall not be responsible for paying any associated costs.

Section 6. Cross-Training – To accommodate mobility between classifications, the employer will provide cross-training for employees either during regular working hours or outside of regular working hours as the workload permits. Management and/or bargaining unit employees will conduct training.

Section 7. Tool Allowance – Fleet Maintenance Technicians with more than one year of service shall have a combined boot and tool allowance according to the following schedule:

Employed with Central Services on or before December 31, 2017: \$800;
Employed with Central Services after December 31, 2017, but before December 31, 2018: \$600;
Employed with Central Services after December 31, 2018, but before December 31, 2019: \$400;
Employed with Central Services after December 31, 2019, but before December 31, 2020: \$200.

The purchase price of each properly-documented purchase of work boots or tools will be deducted from the employee's allowance, with the remainder available for future work boot and/or tool purchases through the end of the term of this contract. Upon termination of employment with Central Services, the employee forfeits any remaining allowance.

ARTICLE 24 **WORKER'S COMPENSATION**

Section 1. In the event an employee is absent due to an injury sustained on the premises that is determined to be compensable under Worker's Compensation laws, the employee will receive:

- A) Full salary for the first five (5) workdays or the first seven (7) Worker's Compensation days of absence.
- B) The difference between the daily rate paid through Worker's Compensation and the employee's daily salary less the seven-(7) days of absence. In the event the employee is absent twenty-two (22) or more days, the city's subsidy to the employee's Worker's Compensation pay will terminate until an amount equal to the Worker's Compensation check for the first seven (7) Worker's Compensation days of absence has been paid to the City. Upon receipt of such reimbursement the City's subsidy will resume until the employee returns to work or is absent for a total of sixty (60) days, whichever first occurs.
- C) The employer's physician must validate the employee's absence during any of the first seven (7) days. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.

Section 2. If an employee is absent due to a work-related injury or illness for more than twenty-one (21) days and uses sick leave or other paid time off for the first five (5) working days, the City shall reinstate the employee's sick leave or other paid time off used for the first five (5) workdays.

Section 3. In the event of an occupational injury, the employee will follow the treatment procedures as provided through the City's Occupational Health system. If an employee's occupational injury is determined as temporary partial disability (TPD), the employee, in consultation with the attending physician, may be released for modified duty performing tasks that would not likely aggravate or lead to further injury. Light duty opportunities may include but are not limited to, desk and clerical work, janitorial, grounds keeping and other non-bargaining unit jobs assigned by the Supervisor.

Section 4. If an employee sustains an on-the-job injury, the employee shall obtain a written medical release from the employer's treating health care provider before such employee can return to work.

ARTICLE 25
DRUG-FREE WORKPLACE

The Union and the employees agree that they shall comply with all reasonable drug and alcohol policies, which may be established by the City for all City employees covered by and set forth in its Personnel Policies and Procedures.

ARTICLE 26
LONGEVITY BONUS PLAN

The following Longevity Bonus Plan will be provided to the Central Services/Fleet Maintenance Technicians work group employees according to the following terms. Said schedule is based upon years of service and does not have an upper limit. Longevity pay shall be distributed annually on the first pay day following each individual employee's anniversary date as part of his regular paycheck.

Payments shall be made according to the following schedule:

<u>Years of Service</u>	<u>Annual Increment</u>	<u>Bonus</u>
5	\$0.00	\$150.00
6	\$75.00	\$225.00
7	\$75.00	\$300.00
8	\$75.00	\$375.00
9	\$75.00	\$450.00
10	\$75.00	\$525.00

An additional \$80.00 will be added for each year of service after the tenth year.

ARTICLE 27
TEMPORARY JOB TRANSFERS

Section 1. Temporary job transfers to another bargaining unit department shall be assigned from a group of employees which the employer determines is available and qualified. The group of employees will then have input into who is transferred. If the group of employees cannot resolve who will be transferred, the transfer will be at the employer's sole discretion.

A) When an employee is temporarily transferred to a job in a higher-paying classification, he shall be upgraded to the pay rate of that classification for time spent on that job.

B) An employee temporarily assigned a job with a lower rate shall not be downgraded in pay.

C) Should overtime be needed, the employer shall at all times offer the overtime to employees who work within the department requiring the overtime according to their specific overtime procedure. In the event that nobody accepts the overtime from within the department, the employer shall have the right to utilize employees outside of that department subject to all of the conditions contained in this Article.

D) Should overtime be necessary for a temporarily transferred employee, the employee who has performed the work during regular hours will continue to work the overtime assignment if additional manpower is needed after exhausting the overtime list/procedure in the affected department.

Section 2. Employees temporarily transferred to a higher paying classification or job within the Central

Services Department/Fleet Maintenance work group will be upgraded to the pay rate of that classification or job for time spent on the temporary transfer.

Section 3. Pay will not be upgraded in cross-training situations.

ARTICLE 28 **JOB CLASSIFICATIONS**

The following list of job classifications in the Central Services Department/Fleet Maintenance Technicians work group:

- Group 3 Operator
- Group 2 Operator
- Group 1 Operator
- Fleet Maintenance Technician

Additional classifications established during the term of the Agreement will be reviewed with the Union Steward and Business Agent prior to being implemented.

Changes in job descriptions will be reviewed with the Union Steward and Business Agent prior to being implemented.

ARTICLE 29 **TENURE OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect from January 1, 2017, to and including December 31, 2020.

Section 2. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1 in the years 2017, 2018, and 2019 for the purpose of negotiating wages.

Section 3. The parties agree to open negotiations with sixty (60) days' prior notice provided on or about July 1, 2020 for the purpose of negotiating a new labor agreement, including wages and benefits.

**LOCAL UNION NO. 364 affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

By _____ Date:
Robert R. Warnock, III, President

CITY OF MISHAWAKA BOARD OF PUBLIC WORKS AND SAFETY

By _____ Date:
Gary E. West, President

By _____ Date:
Ronald E. Watson, Vice-President

By _____ Date:
Ken Prince, Member

ATTEST: _____
Kari Myers, Clerk, BPWS

INDEX

	ARTICLE NO.	PAGE NO.
Call-back	13	9
Definitions	2	2
Discharge or Suspension	22	14
Drug-Free Workplace	25	17
Flexible Time Off/Long-Term Disability	16	10
Funeral Leave and Leave of Absence	17	11
General Provisions	23	15
Grievance Procedure and Arbitration	19	12
Group Insurance	8	7
Holidays	6	6
Hours of Work	4	3
Job Classifications	28	18
Job Vacancies	14	9
Jury Duty	18	12
Layoff Procedures	12	9
Longevity Bonus Plan	26	17
Paydays	15	10
Recognition, Union Shop and Check-off	1	1
Retirement Program	9	7
Rights Of Management	3	3
Seniority	11	8
Stewards	10	7
Subcontracting	21	14
Tardiness/Leaving Early	5	5
Temporary Job Transfers	27	17
Tenure Of Agreement	29	18
Vacations	7	6
Validity	20	13
Worker's Compensation	24	16