

**ARTICLES OF AGREEMENT
CITY OF MISHAWAKA SEWER DEPARTMENT
AND TEAMSTERS LOCAL UNION NO. 364
1-1-2018 through 12-31-2020**

THIS AGREEMENT is between the City of Mishawaka (“City”) and Teamsters Local No. 364 (“Union”).

The City and the Union desire to establish and maintain sound labor relations, to facilitate the peaceful adjustment of grievances which may arise between the City 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 City 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 employees.
- 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 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 City 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 City of a written notice of revocation of such order by the employee.
- E. The City 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 during the last pay period.
- 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 Sewer, Street, Central Motor Pool and Park 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** -- Any person employed full-time by the City of Mishawaka Sewer 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) **Holiday Rate** — Employee's regular pay rate plus time and one-half.
- I) **Immediate Family** -- 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.
- J) **Extended Family** -- Uncle and aunt.
- K) **Occurrence (attendance)** -- 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.
- L) **Occurrence (disciplinary)** -- A verbal warning, written warning, suspension or discharge for a violation of the Department's policies, procedures, rules and regulations.
- M) **Overtime** -- Any hours worked beyond the eight (8) hour workday or beyond the forty (40) hour workweek.
- N) **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.
- O) **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.

- P) Pyramid** -- 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.
- Q) 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.
- R) Supervisor** -- Any employee who is part of management and not a member of the bargaining unit.
- S) Temporary Employee** -- An employee who works full-time or part-time but for less than five (5) consecutive months in a calendar year.

ARTICLE 3 **RIGHTS OF MANAGEMENT**

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 City will not use this prerogative for the purpose of discrimination against the Union.

Except where specifically restricted in this Agreement, the parties agree that the City 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.
- C)** To share resources (personnel) at all sites and locations within the bargaining unit. This provision only applies to personnel with the qualifications requisite to perform the work to be done. This provision shall not be construed, however, in such a manner as to preclude training or work required in emergencies where qualified bargaining unit employees are unavailable for required 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) consecutive work hours shall constitute a normal workweek. All employees shall be paid time and one-half for all work done in excess of eight (8) consecutive hours per day or in excess of forty (40) work hours per work week. Overtime, premium and holiday rates shall not be pyramided. Double time will be paid for any Sunday worked and for all hours worked in excess of twelve (12) hours per shift.

Section 2. Unless otherwise stated by the City, the work hours for employees shall be 7:00 a.m. to 3:00 p.m. If the City chooses to deviate from this schedule, the City shall provide the employees with at least five (5) working days' notice of any new schedule changes prior to their implementation. If the City gives less than five (5) working days' notice, the parties must mutually agree to the schedule change. There shall be one work break per day of one-half (1/2) hour length to be taken at the City garage or place designated by the City. If it becomes necessary for employees to work through their scheduled break, the break may be waived with supervisory approval, and the employee's workday will end one-half hour earlier than the normal scheduled time.

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 compensation 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. If 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 two (2) hours of work. However, if that employee completes the work for which he was recalled in less time than the guaranteed two (2) 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.

Section 5. If, under normal operating conditions, management determines that additional employees are needed for work, management shall select employees for overtime work according to Article 4, Section 4, (A) of this collective bargaining agreement, and then from the overtime rotation list, taking first those employees within their classifications by seniority. Management shall update the rotation list for employees each day.

After-hours overtime in the event of an emergency will be offered first to the appropriate classification and then to the next qualified employee at the top of the rotation list. If an after-hours emergency occurs that requires any other classifications, those classification will first be considered before going to the rotation list. Any employee working overtime in a classification that is at a higher rate will be paid at the higher rate for overtime worked.

Section 6. Only in the event of a blatant overtime missed assignment, where management has not corrected a reported error, will pay be awarded. 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)	1st Written Warning
Three (3)	2nd Written Warning
Four (4)	1 Day off Without Pay
Five (5)	2 Days off Without Pay
Six (6)	3 Days off Without Pay
Seven (7)	Discharge

The number of occurrences accrued during the previous calendar year will be dropped to zero (0) on January 1 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 prior calendar year. In addition, the employees shall have two (2) random holidays each year.

Section 2. Any employee who works on any holiday shall receive their regular hourly rate plus time and one-half (1½) for the amount of hours worked; provided, however, the employees have worked the regularly scheduled day before and after the holiday unless officially excused by the Department Head or his assistants.

Section 3. Any employee 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.

ARTICLE 7
VACATIONS

Section 1.

- A)** Employees hired before January 1, 2011 with less than twenty-five (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 twenty-five (25) years of service will retain thirty (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.

- B)** Employees with the most department seniority shall have priority in selecting their vacation periods.

Seniority will prevail for any vacation time selected for the year, as long as the vacation time was selected between January 1 and March 31. After March 31, all vacations will be granted on a first-come, first-awarded basis. However, all vacation periods selected by employees are subject to prior approval by the City. The City may deny a vacation request if the City believes that granting a vacation to an employee will adversely affect the efficient operations of the Department.

- 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 can be taken in one-half day or one full day increments upon providing the Department Head twenty-four (24) hours' notice.

In computing vacation time to be allowed, years of service shall be deemed to be the calendar year in which the employee will have completed the years of service listed in the above schedule. With the exception of the employee with only one (1) year of service, that employee will receive his/her five (5) days after their anniversary date.

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 (3)-month period. A newly hired employee may earn bonus days prorated from the date of hire to the next December 31 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.

Section 4. No vacation time or bonus days may be carried over to the next year. The employee must make every effort to use his paid time off during the year it is available.

ARTICLE 8 **GROUP INSURANCE**

- A) The City will 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 City 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 2-160 of the Mishawaka Code of Ordinances.

ARTICLE 10
STEWARDS

Section 1. The City 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 City'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 are to be held during regular working hours unless determined otherwise by mutual agreement.

ARTICLE 11
SENIORITY

Section 1. Types of Seniority - City employees within a bargaining unit shall obtain seniority on their ninety-first (91st) day of continuous, full-time employment, and such seniority shall be calculated to include the prior ninety (90)-day probationary period when successfully completed.

In the event a probationary employee has been given a thirty (30) or sixty (60) day extension after their ninety (90)-day probationary period to obtain his CDL, the employee will have no bidding rights until the employee has received his CDL. **If** the employee is unable to obtain his CDL within the agreed extension period, the employee will have no seniority and will be terminated.

There shall be two types **Of** seniority for Mishawaka Sewer Department employees:

A) Bargaining Unit Seniority

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

B) Departmental Seniority

Departmental seniority shall be computed from the employee's most recent date of hire within the specific department in which he is presently employed.

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 City to lay off employees working in skilled or semiskilled job classifications, the City shall follow departmental seniority in determining which employees within each prescribed job classification to lay off. Employees with the least amount of seniority within each job classification shall be the first employees laid off. However, senior employees so laid off shall have the right to work within their department if qualified in a classification where their seniority warrants.

If a laid-off employee is not qualified in any other skilled or semi-skilled classification, he shall then be able to bid into the general labor job classification within his department and replace the junior employee in that classification. All employees doing so will retain their total departmental seniority.

Section 2. If the City must lay off an employee working in a general labor classification, the City shall lay off those employees with the least departmental seniority. Any laid-off employee shall be placed on a departmental call-back roster and a bargaining unit call-back roster.

Section 3. Voluntary Layoffs - In the event of a work slowdown, the City may offer a voluntary layoff (VLO) to employees by seniority. The employees choosing to accept a VLO will be released for the day without pay. In the event no employee volunteers for layoff, the employee with the least departmental seniority will be released for the day without pay. Any employee who has punched in will punch out and will be paid for the time worked on the clock for that day.

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 departmental call-back roster and a bargaining unit call-back roster. The roster will contain the employee's name, address and telephone number, amount of departmental seniority and bargaining unit

seniority, the department from which the employee was laid off, the employee's last job classification and the employee's qualifications.

Section 2. Call-back Procedure - When a job becomes available in the Sewer Department covered by this agreement, and there are employees whose names are on the 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 gone through 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 - Employees whose names are on the call-back roster may refuse to take a job in a department other than the one from which they were laid off without loss of seniority. However, any employee refusing to work in the department from which he was laid off for which he is qualified shall be terminated.

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 Human Resources Department of his intent to accept or reject the recall offer (as provided in paragraphs entitled, Callback 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 Human Resources 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. If there is an apparent vacancy in a job classification covered by this agreement, the City shall post such vacancy within five (5) working days of the occurrence of said vacancy; or post that the vacancy will not be filled at this time. All vacant and newly-created positions covered by this Agreement shall be posted for bid at the department at which the opening exists for a period of three (3) working days. If no employee from that department bids and qualifies for that job opening, then the job opening shall be posted for a period of three (3) working days at all other City bargaining unit work sites and the Human Resources office. There shall be a maximum of two (2) successive bids to fill vacancies caused by the initial bid. Only one (1) later move or transfer within the bargaining unit per employee within a six (6)-month period may be exercised. This provision may be waived by mutual agreement between the City and the Union.

Section 2. Bidding Priorities - Provided the employee who bids for the job opening 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 employees with the greatest departmental seniority in the department in which the job exists.
- B) Second priority will be given to employees with the greatest bargaining unit seniority.
- C) Employees will be given consideration in filling posted vacant positions in the Mishawaka Utilities that are open to the public.

D) Departmental Seniority is not transferable from department to department.

Section 3. Qualifications for Jobs - Employees shall be allowed a reasonable qualifying time with a thirty (30)-day maximum to qualify for the vacancy. The Department Head will determine the qualifications of the employee and will also give specific reasons resulting in disqualification. Any dispute arising from the Department Head's decision is subject to the review of a Qualifications Committee composed of an equal number of representatives of the City and the Union. If an employee is disqualified, he shall be returned to his original job classification without loss of seniority.

Section 4. Promotion - Any unit employee who accepts a non-bargaining unit position within his department 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 seniority will be frozen for the duration of his service in a non-bargaining unit job. If said employee is permitted by the City to return to the bargaining unit in an open job, he will carry his total bargaining unit service as of his seniority date.

ARTICLE 15
PAYDAYS

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, City 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 or for the required five (5)-day LTD waiting period described in Section 2. If all FTO days or any other paid leave time are not available, any short-term illness will be an excused 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) City 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, City 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 City 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(b) 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/her 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 a member of the employee's extended family and to attend to any necessary legal matters of the decedent or his/her estate.

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 (12) 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 City 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 City 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 City 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. The grievance shall be processed only outside working hours or by mutual agreement in a manner hereinafter set forth.

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/her.

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 Department Head 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 modify 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 City 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 City 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 City and the Union, each grievance shall be considered a separate case.
- E) If the Union does not appeal within five (5) 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 recognize the fact that service to the public is of mutual interest and will cooperate in all matters relating to labor management.

Section 4. The City 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 or substitution of such clause or clauses so held to be invalid.

ARTICLE 21
SUBCONTRACTING

It is the intention of the City 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 City to authorize outside manpower and/or equipment to properly perform its function.

ARTICLE 22
DISCHARGE OR SUSPENSION

A) (1) The City shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension the City shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward; provided, however, the employee has not committed one of the following acts or omissions performed while on duty:

- (a) Dishonesty
- (b) Recklessness Misconduct
- (c) Carrying of unauthorized passengers
- (d) Fighting
- (e) Failure to perform first echelon maintenance

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

(2) The warning notice herein provided shall not remain in effect for a period of more than six (6) months from date of said warning notice.

B) (1) Discharge must be by proper written notice to the employee and the Union. Any employee may have recourse to the grievance procedure upon his discharge or suspension. Should such procedure prove that an employee was discharged without cause, 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.

(2) The parties shall mutually agree to additional rules regarding just cause for discharge and disciplinary action.

C) No employee will be required to speed up work in violation of minimum safety standards.

D) Uniform rules and regulations with respect to disciplinary action may be drafted and posted for seven (7) working days. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

ARTICLE 23
GENERAL PROVISIONS

Section 1. Uniforms –

A) The City shall provide a sufficient amount of rainwear and boots to employees for use during inclement weather. The City shall also furnish uniforms and gloves to be worn by the employees during all

working hours. A total of eleven (11) uniforms will be furnished per year.

- B)** Each employee shall have an allowance to be spent on work boots according to the following schedule:

Employed with Sewer Department on or before December 31, 2018: \$375;

Employed with Sewer Department after December 31, 2018, but before December 31, 2019: \$250;

Employed with Sewer Department after December 31, 2019, but before December 31, 2020: \$125.

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 Sewer Department, the employee forfeits any remaining allowance.

- C)** The City will provide seasonal apparel (winter jacket, lightweight jacket, hooded sweatshirt).
- D)** The City will allow for the exchange and replacement or repair of apparel damaged in the line of duty with the approval of the Department Manager.
- E)** Employees shall be held responsible for any damage they cause to their uniform as well as any uniforms they lose. However, no employee shall be required to pay for uniform damage caused by normal wear and tear, nor shall they be held responsible for damaged or missing uniforms the condition of which was created by forces outside of their control.

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 no more than one hundred twenty (120) 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 that time period, the employee shall be terminated.

Section 3. Training -

- A)** A wastewater collection system operator certification program shall be established for the purpose of developing better-informed and qualified employees. Job related training must be available during non-working hours and approved by the Department Manager. Tuition, books and required materials shall be paid for by the Department if the employee completes and passes the course of study; however, there shall be no wages nor compensation paid for the attendance at such course, whether passed or not. Upon satisfactory completion of each class level of the course, a certification bonus shall be added to the qualifying employee's base wage.
- B)** Employees in a job classification which has more than one (1) grade level shall not be advanced to the next grade level until they have been evaluated. Such employees shall be evaluated at least as often as every 1,040 hours of work completed.

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

Section 5. CDL - For new employees and for current employees bidding into a job requiring a CDL, the City will pay for the required drug screen and may allow the employee to use a City vehicle to take the driver's test. In the event that the City decides not to allow the employee to use a City vehicle, the City shall reimburse a

maximum of \$50 to the employee for the rental of a BMV vehicle for the test. This reimbursement may only be requested once during the tenure of the employee. If an employee moves into a new job that does not require a CDL, but wishes to maintain his CDL, the City shall not be responsible for paying any associated costs.

Section 6. Cross-Training – The City will provide cross-training for employees either during regular working hours or outside of regular working hours as the workload permits. Pay will not be upgraded in cross-training situations.

ARTICLE 24 **WORKER'S COMPENSATION**

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

- A) Employees must bridge the first five (5) workdays with any leave time available to them at the time.
- B) Employees will be paid the difference between the daily rate paid through Worker's Compensation and the employee's daily salary less 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 be in accordance with Article 16 Flexible Time Off/Long Term Disability.
- C) The City's physician must validate their 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 paid time off for the first five (5) working days, the City shall reinstate the employee's 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 provider. 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 employee'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 Sewer Department employees according to the following terms. This schedule is based upon years of service and does not have an upper limit. Longevity pay shall be distributed annually on the first payday 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>
1	\$10.00	\$10.00
2	\$20.00	\$30.00
3	\$30.00	\$60.00
4	\$40.00	\$100.00
5	\$50.00	\$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 \$75.00 will be added for each year of service after the tenth year.

ARTICLE 27
TEMPORARY JOB TRANSFERS

Temporary job transfers to another bargaining unit department shall be assigned from a group of employees which the City 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 City'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 City 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 City shall have the right to utilize employees outside of the 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.

ARTICLE 28
JOB CLASSIFICATIONS

Advanced Operator – this classification includes:
 (a) Vactor Combination Truck Operator
 (b) Aquatech Combination Truck Operator
 (c) Camera Truck Operator

GIS Coordinator
Repairman
Utility Operator
General Laborer II
General Laborer I
General Laborer
Probationary

ARTICLE 29
TENURE OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2018 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, 2018 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, 2019 for the purpose of negotiating wages.

Section 4. 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.

Approved this 12th Day of December, 2017.

BOARD OF PUBLIC WORKS AND SAFETY
for and on behalf of the
CITY OF MISHAWAKA, INDIANA

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 364 affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By _____
Gary West, President

By _____
Robert R. Warnock, III, President

By _____
Ronald Watson, Vice-President

By _____
Jim Szucs, Business Agent

By _____
Ken Prince, Member

ATTEST: _____
Kari Myers, Clerk, BPWS

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2018 WAGES

<u>Classification</u>	<u>Wages</u>
Advanced Operator	\$22.46
GIS Coordinator	21.73
Repairman	21.51
Utility Operator	21.04
General Laborer II	19.50
General Laborer I	19.31
General Laborer	16.72
Probationary	15.19