

PREAMBLE

Workers organize labor unions primarily to secure better wages and better working conditions. In the same way that unions are dedicated to improvement of the terms and conditions of employment, an employer is dedicated to preserving the needs of the employer. Collective Bargaining provides an avenue for both the Union and the Employer to help resolve any differences that the parties may have.

To that end, this settlement is designed to promote an orderly, constructive, and cooperative relationship between the Union and the City.

ARTICLE 1 - RECOGNITION

A. The City of Richmond, Indiana ("City"), by its governing body and pursuant to authority set forth in Ordinance 45-2000 (the "Ordinance") of the codified ordinances of City recognizes Local 1791 of the American Federation of State, County, and Municipal Employees ("AFSCME") as the exclusive bargaining agent, for the purposes set forth in the Ordinance, of all employees of the City's Street Department, Park Department, and of the Richmond Sanitary District, a political subdivision with separate taxing authority, but subject to the governance of the City, except those positions set out below (the "Bargaining Units"):

1. Excluded Sanitary District Positions

- a) Director
- b) Engineer
- c) Assistant Engineer
- d) Engineering Assistant
- e) WWTP/Maintenance Manager
- f) Finance Manager
- g) Customer Service Manager
- h) Collection and Recycling Manager
- i) Landfill Manager
- j) Collection Manager
- k) Superintendent
- l) Assistant Superintendent
- m) Sewer Maintenance Manager
- n) Health and Safety Officer
- o) Operator of Record and Permits Coordinator

2. Excluded Street Department Positions

- a. Commissioner
- b. Office and Project Manager
- c. Administrative Assistant

3. Excluded Park Department Positions

- a. Park Superintendent
- b. Assistant Park Superintendent
- c. Administrative/Special Projects Director
- d. Receptionist/Clerk
- e. Golf Division Director
- f. Golf Pro
- g. Golf Superintendent
- h. Special Events Coordinator
- i. Widowed Persons Service Coordinator
- j. RSVP Coordinator

B. The parties agree to meet and discuss the inclusion into the Bargaining Unit(s) of any newly created positions within the Street Department, Park Department, or Sanitary District that might be established by City after the ratification and effective date of this Agreement. Such discussion will be guided by the criteria set out in 33.04 (b) (1) of the Ordinance.

ARTICLE 2 - NON-DISCRIMINATION

A. To the full extent required by applicable law, there shall be no discrimination, intimidation, coercion, or harassment by the City or by the Union against any employee because of that employee's sex, race, color, national origin, creed, age, handicap, veteran's status, political affiliation, or because of union activity or membership or lack of same.

B. This agreement prohibits the employment of relatives in the bargaining unit under the direct supervision of supervisory personnel. Relatives shall include spouse, parents, children, siblings, grandparents, aunts, uncles, nieces, nephews, grandchildren, and in-laws.

If two persons should marry while both are employed, they both may continue their employment. City policy shall be to avoid any hint of favoritism or discrimination in making such decisions. The employment of relatives in positions where one might have influence over the other's status or job security is regarded as a potential violation of this policy.

ARTICLE 3 - SEXUAL HARASSMENT

A. It is the intention of the City to comply fully with applicable State and Federal laws pertaining to sexual harassment. The City and the Union agree that sexual harassment shall not be permitted toward any employee of the City.

B. The City of Richmond is committed to providing a work environment that is free of discrimination and sexual harassment. The City shall administer the following policy that has as its goal the prevention and elimination of discrimination and sexual harassment at all City worksites.

This policy applies to all City employees.

Any request for sexual favors and/or any other verbal or physical conduct of a sexual nature between employees in the workplace or job related contacts with citizens or persons outside City employment constitute sexual harassment and are prohibited. Examples are:

1. Unwelcome sexual advances.
2. Physical or verbal conduct of a sexual nature or joking that is sex-oriented and considered unacceptable by another individual. This includes commenting about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" that are clearly unwanted and considered offensive by others, or any other tasteless sexually oriented comments or actions that offend others.
3. Expressed or implied sexual submission as a condition of employment.
4. Conduct with sexual implication that has the purpose or the effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment is considered sexual harassment.

Complaints should be directed to department and division supervisors. In the event that the supervisor or elected official is the person alleged to be sexually harassing an employee, complaints should be directed to the Director of Human Resources in the form of a "confidential letter."

The Director of Human Resources shall take appropriate action to investigate the complaint including the use of a third party investigator.

All sexual harassment should be reported. Employees may raise this issue at any time. The best time to report sexual harassment is immediately after the act occurs.

Prevention is the best policy for the elimination of sexual harassment.

Sexual harassment violations will result in severe disciplinary action.

ARTICLE 4 – DUES AND REPRESENTATION FEES

A. Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain, or drop their membership in the Union according to Council 62's constitution except you will only be permitted to withdraw from membership in the month of January each year. Neither the City nor the Union shall exert any pressure or discriminate against any employee regarding this matter.

B. The Union has a right in accordance with all state and federal laws, to charge Union dues and/or Fair Share Fees to bargaining unit members. Bargaining unit employees may choose to have such dues and/or Fair Share Fees deducted from their wages by signing an authorization form provided by AFSCME for such deductions. The City agrees to forward such deductions to the duly authorized representative at AFSCME Council 62, together with a list of the names and social security numbers of the employees from whose pay such deductions were made.

C. An employee's signed authorization shall remain in effect until revoked, in writing, by that employee. Deductions shall be made after, and then only to the extent of available net employee income, following deductions for local, state, and federal tax withholdings, FICA or PERF contributions or assessments, child support wage withholdings and other legally mandatory wage withholdings. Changes in the amount of dues and/or fees shall be communicated to the City by the Union and shall be made effective ten (10) business days after receipt of notice by City or by the next regular pay date, whichever is later. Dues or Fair Share Fees shall be deducted on a semi-monthly basis.

D. It is the intent of this section that any member of the bargaining unit who has dues and/or Fair Share Fees to be deducted from their paycheck shall have all outstanding dues and/or fees deducted from their final paycheck.

E. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union.

F. The Union, on its own and not on behalf of the City, may take such action, as it deems appropriate to collect any outstanding dues and/or Fair Share Fees. The Union hereby agrees to indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of this section.

ARTICLE 5 - UNION RIGHTS

SECTION I- UNION MEETINGS AND SUPPORT

A. When requested, and subject to availability and the prior approval of a designated member of City management, the City may provide the Union with meeting space in locations customarily used for employee meetings.

B. Union membership meetings shall only be attended during non-work hours. Due to varying and non-uniform lunchtime schedules, general membership meetings shall not be conducted by the Union during the lunch period without the prior notice to, and consent of, the City.

C. Bargaining unit employees may wear apparel, pins, hats, etc., that identify the Union, provided that such apparel does not constitute a health or safety hazard and is otherwise in keeping with the decorum of dress and appearance reasonably required by City for the particular employee's position.

SECTION II- UNION REPRESENTATIVES' ACCESS TO CITY PREMISES

Upon reasonable notice to City's designated management representative of at least twenty-four (24) hours (unless circumstances preclude such 24 hours notice, in which case the City shall be given reasonable notice under the prevailing circumstances), Union representatives who are not regular City employees may have access to areas of City owned or occupied property generally restricted to the public for purpose of conducting Union business. The Union representative shall identify the area of requested access and shall state the reason for the requested access. A representative of City management may escort the Union representative to such designated non-public area and may remain with the representative during his/her presence in that area, except during those times when the Union representative is engaged in private conversation with a bargaining unit member. Access under this section shall be carried out in accordance with City's applicable safety policies. Such access shall not constitute an unreasonable interference with, or disruption of, the conducting of regular business operations in or on the area of special access.

SECTION III- BULLETIN BOARDS

The City shall provide a reasonable amount of space for the display of Union-provided bulletin boards that are placed in essential employee work or staging areas. Those designated bulletin boards shall be for the exclusive use of AFSCME to communicate with bargaining unit members about union business, programs and activities.

SECTION IV-UNION BUSINESS

- A. The City recognizes the right of AFSCME Local 1791 to designate one (1) Union Steward and One (1) Alternate Steward for each Department with the exception of the Sanitation Department which will have one (1) designated Steward at the Landfill and one (1) designated Steward at the Main Plant with Alternates. Departments are defined for purposes of this Agreement as the Street Department, the Sanitation Department and the Parks Department. The Union shall notify City of the identity of designated local Union Stewards and Alternate Stewards. The Union shall also provide the City with the identity of the local Union Officers.
- B. The responsibility of the Union Stewards or Alternates so designated by AFSCME shall include:
 - (a) The investigation, presentation, and adjustment of grievances with the designated City representative in accordance with provisions of this agreement.
 - (b) Work within the Department and Departmental supervision for the resolution of complaints before they are reduced to written grievances.
 - (c) The transmission of such messages and information which shall originate with and have been authorized by AFSCME providing such messages and information have been reduced to writing for posting on the bulletin board and/or distribution.
- C. The local union President and designated Union Stewards shall be allowed a reasonable amount of time at no loss of pay to conduct union business, including, but not limited to, investigating and preparing for grievance meetings.
- D. Except when they are engaged in the activities authorized by this agreement, designated union Stewards shall continue at their regular work assignments in the same manner as all other

employees. When it becomes necessary for a steward to conduct permitted union business as provided herein, the steward shall first notify his/her immediate supervisor before leaving the assigned work site.

E. The City shall approve time off with pay for up to a total of fifteen (15) days per year for Union representatives to attend Union conventions and training.

SECTION V- RIGHTS OF EMPLOYEES

A. No adverse action of any kind shall be taken by City or any of City's agents against any bargaining unit employee by reason of that member's engaging in lawful union activities including, but not limited to, participation in collective bargaining negotiations, participating in the process of grievances, or other such activities as are contemplated by the ordinance.

B. The private life of an employee is not within the appropriate concern or attention of the Employer except when it adversely affects fulfillment of the employee's work responsibility.

C. Employee's shall not be required to perform any illegal or unsafe duties or functions.

D. If a civil action is brought against any member of the union because of any alleged act or omission by that employee arising out of and committed during the scope of the employee's performance of his duties as an employee of the City, then the City shall provide a defense to the employee, unless the employee is found to be grossly negligent in his/her conduct. In doing so, the City shall be free to designate an attorney of its choice to represent the particular employee. If more than one employee is a party to the same action then common counsel may be selected by the City to represent each such employee provided that such dual representation would not create a conflict of interest for the particular attorney. All costs associated with the provision of such a defense, including payment of damages that might be awarded as a result of the action, shall be borne by City (or, if applicable, by City's liability insurance carrier). The provision of a defense by City shall be with full and complete reservation of City's right to discipline the particular employee(s) for any acts or omissions that were committed by the employee(s) giving rise to the action.

E. If an employee is charged with a crime or misdemeanor for conduct occurring during the course of the employee's duties with City and such conduct was at the express direction of the employee's supervisor or other member of City Management in a situation wherein such City Management members are not also criminally charged, then City shall provide the employee a defense to such action by an attorney selected by City. City shall also indemnify employee for any such fine that might be imposed as a result.

SECTION VI- OPERATING CONDITION OF VEHICLES AND EQUIPMENT

A. The City agrees that all vehicles and equipment shall be kept in good operating condition, so that they may be operated in accordance with current City policies and procedures. Employees may request the presence of a safety officer to observe and inspect a particular vehicle or piece of equipment to determine if the same is in a safe and operable condition.

ARTICLE 6 - HOURS OF WORK

A. The working schedule for employees shall consist of eight (8) hour days, forty (40) hours per week, Monday through Friday. No changes in an employee's normal work schedule shall be made without the consent of the parties. All hours worked in excess of the forty (40) hour workweek shall be compensated for as overtime. Paid time off shall constitute hours worked under the provisions of this paragraph.

B. Each employee shall be entitled to two paid fifteen (15) minute rest periods and one (1) thirty (30) minute lunch break each shift. Lunch breaks shall be scheduled at the mid-point of the shift as much as possible. Employees volunteering to work through their lunch break shall be paid for such work at the appropriate rate, or, the employee may agree to leave work 1/2 hour prior to the end of the employee's shift. Additionally, employees who work beyond their regular shift shall be entitled to one extra fifteen (15) minute break at the end of their regular shift.

C. Employees called back to work outside of their normal work schedule shall be entitled to compensation according to the following schedule:

1. An employee called out shall be entitled to no less than two (2) hours of pay.
2. Successive callbacks on the same day shall cause the employee to be paid based on two (2) hour blocks of time. An employee's amount of time on callbacks in any given day, portal-to-portal, shall be added together and the employee shall be paid in accordance to the two (2) hour block the total amount of time places such employee in. (Example- an employee called back two (2) times in one (1) day has a total of two and one half (2 1/2) hours. The employee will be paid for four (4) hours. The employee would be paid six (6) hours if the total was over four (4) hours but less than six (6), etc.)

Pay shall be at the overtime or holiday rate, whichever applies. An employee will not be required to remain at his place of work after completing the task for which the employee was called back for. Such callback time shall be portal-to-portal.

D. Employees who carry a pager for working purposes, or are on call after their regular shift shall receive an additional one and one-half (1 1/2) hours of premium pay for each day such employee carries a pager or is on call. Such amount is in addition to any other benefits to which the employee is entitled.

E. Employees who work 8 hours or longer in a higher paying position within a pay period shall be paid the wages of that position for that time worked at the higher position.

ARTICLE 7 - OVERTIME PAY AND SCHEDULING

A. All time worked by employees covered by this agreement in excess of forty (40) hours in a workweek shall be compensated as overtime. For purposes of this Article, any paid time shall be considered as time worked. This provision shall not prohibit an employee and his supervisor from arriving at a mutually acceptable flextime schedule. In such instances, time worked outside of the normal work schedule shall not result in the payment of overtime. However, schedules shall not be altered to prevent the payment of overtime. The rate of pay for overtime is one and one-half (1-1/2) hour's times the employee's regular straight-time hourly rate of pay for each hour of overtime worked.

B. Employees may choose compensatory time at the overtime rate in lieu of overtime payment. An employee who desires compensatory time in lieu of overtime payment must give notice in writing, to his or her Department Head that compensatory time accrual is requested. Such request must be made by the end of the last workday of the pay period after working the overtime. Employees must give at least twenty-four hours notice of the specific time requested in order to take sixteen (16) hours or less compensatory time and at least five (5) days notice must be given in order to take more than sixteen (16) hours compensatory time. Specific dates requested shall be subject to City approval based upon manpower availability and shall take into account any emergency situation. Employees may accrue a maximum of eighty (80) hours of compensatory time. Any compensatory time not used within six (6) months from date of accrual shall be paid to employees at the appropriate rate on the next payday following the six (6) months.

C. Overtime shall first be offered to the employee(s) who are normally assigned to do the work. In the event the overtime assignment is not filled by the above procedure, overtime shall be offered to employees within the department by qualified seniority, beginning with the employee(s) with the most departmental seniority. The City may opt to utilize temporary, part time or seasonal employees only after seniority employees have been offered the said overtime. In the event such overtime is still not filled, the overtime shall be assigned to bargaining unit employees with the least departmental seniority that is qualified.

D. Supervisors and other non-bargaining unit employees will not be allowed to perform overtime work if a bargaining unit employee is willing to work such overtime. Provided however, this prohibition shall not preclude such supervisors or other non-bargaining employees from assisting in any emergency or non-routine isolated situations.

E. In the event the City errors to assign overtime in accordance with this article, the employee who was entitled to the work and only that employee shall be awarded compensatory time for the number of hours equal to that which the employee would have worked but for the mis-assignment. Such compensatory time shall not be included in the total allowable amount of compensatory time as stated in section B above.

F. The exception to the 40 hour overtime rule applies to emergency call-in. Employees required to respond to emergencies during off work hours shall be paid for time worked at the rate of 1 ½ times the regular rate of pay or be compensated with 1 ½ times off for compensatory time, regardless of total hours worked in any given week.

ARTICLE 8 - WORK RULES

A. This Collective Bargaining Agreement supercedes any personnel policies, work practices or work rules in conflict with a specific provision of this Agreement. The City agrees that before implementing, materially changing, or abolishing a personnel policy, work practice or work rule, the Union shall be given reasonable notice of at least ten (10) workdays prior to any such implementation, change or abolition. The City agrees to give the Union an opportunity to meet and discuss any such contemplated action upon timely request by the Union within said ten (10) workday period. For clarification "The Union" consists of Local Union President, Vice-President, Recording Secretary, and AFSCME Council 62, Executive Director or designee.

B. The City shall post, in all facilities that have union bulletin boards, copies of all newly established, changed or proposed for elimination written personnel policies, written work rules

or written work practices/procedures for at least ten (10) work days prior to any such action by the City.

ARTICLE 9 - PERSONNEL RECORDS

A. Copies of all materials placed in an employee's personnel file shall be made available to the employee upon request. An employee may place documents relevant to the employee's work performance in the personnel file. Any entries relative to disciplinary matters shall be shared with the employee by management within ten (10) days of the alleged incident or within ten (10) days of when management reasonably became aware of the circumstance, conduct or event giving rise to such discipline and shall be first shared with the affected employee before being placed in the employee's personnel file. The employee shall sign all such entries. The employee's signature shall not constitute an admission by the employee as to any matter set forth in the written material, but shall merely document the fact that the material was shared with the employee. The signature of such employee merely acknowledges receipt of such action, and does not constitute an admission of guilt, or a waiver of such employee's rights under the grievance procedure.

B. Union representatives shall have access to bargaining unit member's files or materials, which are not subject to disclosure by the Indiana Access to Public Records Act provided such bargaining unit members have authorized such access to the Union. Documents or materials subject to disclosure by the Act shall be provided upon request. An employee shall have access to all files pertaining to such employee. Files shall be open for inspection during regular business hours and a copy of requested material shall be provided to the Union or employee at no cost.

C. Disciplinary action for minor offenses shall be pulled from all files one (1) year from the date of such discipline. All other disciplinary actions shall be pulled from all files two (2) years from the date of such discipline. For purposes of this section, the term "minor" shall mean any oral or written disciplines and the term "major" shall mean any suspensions.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

A. Employees shall not be disciplined or discharged except for just cause. Just cause for discipline or discharge shall include violations of reasonable rules and regulations established by the City. The parties recognize the authority of the City to take appropriate disciplinary action.

B. The City shall be guided by the following principles in determining if reasonable cause exists:

1. Was the employee adequately warned of the probable consequences of the employee's conduct?
2. Was the employer's rule or order reasonably related to the efficient and safe operation of the employee's job function and the business of the City?
3. Did management investigate before administering the discipline?
4. Was management's investigation fair and objective?

5. Did the investigation produce substantial evidence or proof that the employee was guilty of the offense?
6. Has the employer applied its rules, orders and penalties evenly and without discrimination?
7. Was the amount of discipline reasonably related to the seriousness of the offense and the employee's past service and record?

The failure of management to have met all of the criteria above shall not necessarily imply the resulting discipline was without reasonable cause.

- C. When an employee is disciplined or discharged, he/she shall be notified of the specific violation, in writing and signed by the employee's supervisor and a copy of such notice shall be given to the employee and the Steward.
- D. Disciplinary action shall be administered within ten (10) working days of the alleged incident which gave rise to such discipline or within ten (10) working days from the date management became aware of, or should have become aware of, the incident. Discipline shall be progressive in nature. Any disciplinary notice or warning issued as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said notice or warning
- E. Whenever it is determined that a suspension, demotion, or termination may be appropriate, a pre-deprivation meeting shall be held with the employee at which the employee shall be entitled to Union representation. Such meeting shall be conducted during normal work time. The employer shall give the employee reasonable notice of a pre-deprivational meeting and such notice shall contain the charges against such employee, along with all evidence pertaining to such charges. The employee and/or the employee's Union representative shall be given ample opportunity to respond, refute, or rebut any/all evidence against such employee. No final determination shall be made prior to such meeting with the employee. The employee and his Union representative shall be notified of a decision within five (5) workdays after the pre-deprivation meeting.
- F. Employees shall be entitled to Union representation in any individual conference, disciplinary investigative interviews, disciplinary meetings, or if the employee reasonably believes that such meeting may lead to discipline.
- G. Employees who are suspended pending the outcome of an investigation and prior to a pre-deprivation meeting shall receive their normal pay during the period of such suspension, or until they are afforded such pre-deprivation meeting.

ARTICLE 11 - GRIEVANCE PROCEDURE

SECTION I- GENERAL PROVISIONS

- A. A grievance is defined as a dispute as to the meaning, interpretation, application of or compliance with the expressed terms of this Agreement, City policy, work rules or law raised by one or more employees during the term here of. It is agreed by all the parties that all disputes or alleged grievances shall be reduced to writing on forms furnished by AFSCME Local Union #1791 and shall be settled in accordance with the procedure outlined as follows in this Article.

B. Written grievances shall contain a clear and concise statement of the alleged grievance, the issue involved and the relief sought and in such instance shall state the specific provision or provisions of this Agreement of which a violation is claimed. Grievances, which do not satisfy these requirements, shall be returned to the Union for compliance. This will not affect the time limits if the original grievance is filed within time limits specified herein and the corrected grievance is returned in proper form within two (2) days.

C. The Union may file a class action grievance if such grievance covers a group of affected employees. Class action grievances shall be initiated at Step 2 of the Grievance Procedure.

D. Grievances concerning suspensions, terminations, and demotions shall be initiated by the Union at Step 2 of the Grievance Procedure.

F. Except with respect to the right to initiate and present complaints at Step One, the Union shall be the exclusive representative of the interests of an employee covered by this Agreement in the processing and redress of grievances arising under this Agreement.

G. No discussion shall occur on a grievance until the designated union representative can be present at the grievance meeting with the employee.

H. Failure of the employee or Union to comply with the time limits under this Article shall cause the grievance to be lost by the Union.

I. Failure of the City to comply with the time limits under this Article shall cause the grievance to be lost by the City.

J. The time limits at any step may be extended by mutual agreement, in writing, by the parties involved at that step.

SECTION II- GRIEVANCE STEPS

It is the intent of this Article that grievances be resolved at the earliest possible step of the grievance procedure and to this end full discussion and disclosure of all information shall be provided to the Parties at all steps. Grievances shall be processed in accordance with the following procedure:

ORAL COMPLAINT

Any employee or employees having a question or problem concerning his/her work or concerning the meaning or interpretation of this Agreement shall first take up such questions or problems with their immediate supervisor. All matters that are thus settled by a conference with the immediate supervisor shall not be considered as a grievance as that term is used herein. Any matter that is not settled by a conference with the immediate supervisor and alleges a violation of this Agreement shall be subject to the Grievance Procedure as hereinafter set forth. Every effort should be made to resolve the issue satisfactorily at this conference. A written summary of any unresolved complaint, signed by both parties, shall be submitted by Management to the Office of Human Resources within three (3) working days after the conference.

STEP ONE

If the employee and the supervisor through discussion cannot resolve the complaint satisfactorily, the complaint shall be reduced to writing and submitted within five (5) working days of the alleged grievance to the employee's immediate supervisor or authorized representative by the Steward of Local Union #1791. The employee's supervisor or authorized representative shall at the time of presentation set up a meeting with the Steward for discussion of the grievance within two (2) working days. The employee's supervisor or authorized representative shall give a written answer within two (2) working days after such meeting is held.

STEP TWO

If the grievance is not resolved in Step One above, the grievance must be submitted by the Union within five (5) working days of receipt of the answer in Step One to the Department Head or authorized representative for discussion with the employee and the Steward of the Local Union. The Department Head or authorized representative and the Steward shall confer to mutually agree on a date for a Step Two meeting for discussion of the grievance within ten (10) working days after receipt of the Step One answer. At the conclusion of this meeting, the Department Head or authorized representative shall give a written answer within five (5) working days after such meeting is held.

STEP THREE

If the grievance is not resolved in Step Two above, the grievance must be submitted by the Union within ten (10) working days of receipt of the answer in Step Two to the Director of Human Resources or authorized representative for discussion with the President of the Local Union. The Director of Human Resources or authorized representative and the President of the Local Union shall confer to mutually agree on a date for a Step Three meeting for discussion of the grievance within ten (10) working days after receipt of the Step Two answer. At the conclusion of this meeting, the Director of Human Resources or authorized representative shall confer with the Mayor and then give the Union a written answer within ten (10) working days after such meeting is held.

STEP FOUR

If the grievance is not resolved at Step Three, the grievance may be submitted to the Director of Human Resources by the Union, within ten (10) workdays for presentation to the Grievance Committee.

The Grievance Committee shall be composed of the Mayor or authorized representative, the Director of Human Resources, the AFSCME Business Agent, and the Local President or authorized representative.

The Grievance Committee shall meet and confer at a mutually selected site for the purpose of resolving the grievance within ten (10) workdays of the written grievance being submitted to the

Director of Human Resources. The Director of Human Resources will be responsible to provide a written decision to all members of the Grievance Committee within ten (10) workdays of the close of the meeting.

STEP FIVE

If the grievance is not resolved in Step Four above, the Union or the City may submit such grievance to arbitration within thirty (30) calendar days from the date of such decision by the Grievance Committee by written notice to the FMCS, the Director of Human Resources and AFSCME Council 62.

Use of Arbitrator

- A. The Union shall file the request for arbitration to the Federal Mediation and Conciliation Service (FMCS) for processing in accordance with its rules and regulations. FMCS shall submit a list of seven (7) arbitrators, who are members of the American Federation Association, to the parties.
- B. The parties shall meet within thirty (30) working days from receipt of such list, and shall alternately strike names of arbitrators until six names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. Lot will determine the party striking first.
- C. Expenses for the Arbitrator's services shall be borne by the losing party. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record.
- D. The decision of the arbitrator shall be final and binding on the parties and employees involved, except with respect to either party's right to judicially appeal such decision in accordance with applicable law.

ARTICLE 12-PROBATIONARY EMPLOYEES

A. The orientation period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance.

B. All new and rehired employees work on an orientation basis for the first six (6) months after their date of hire. Any significant absence will automatically extend the probationary period by the length of the absence. If the City determines that the designated orientation period does not allow sufficient time to thoroughly evaluate the employee's performance, the orientation period may be extended for a specified period.

C. Newly hired employees who worked, as a full-time temporary employee in the classification they are hired into shall have the amount of time such employee worked as a full-time temporary employee deducted from the orientation period.

1st year anniversary 100 percent

The above is a percentage of the crewman pay; therefore pay will increase as crewman pay increases. The above pay schedule is to be followed even if classes are completed early. Upon completion of the apprenticeship, job title becomes Crewman.

WASTEWATER OPERATION APPRENTICE

(Two (2) Year Program)

Must obtain Indiana Class I Wastewater Certification within twenty-four months of acceptance into the Wastewater Operator Apprentice program. Failure to do so shall result in being terminated from the Wastewater Operator Apprentice program.

Must pass a Thirty Day Evaluation. Failure to do so shall result in being terminated from the Wastewater Operator Apprentice program.

Must pass four Evaluations and Inplant exams, by a score of 70% or higher, which are administered by the Plant Superintendent. Failure to pass any one Evaluation or Inplant exam shall result in being terminated from the Wastewater Operator Program.

Upon disqualification, employee will be placed on lay-off status subject to recall and placement in the first available position for which employee is most senior, qualified.

Pay Schedule:

Start	90 percent
1 st year anniversary	95 percent
2 nd year anniversary	100 percent

WASTEWATER MAINTENANCE MECHANIC

(Four (4) Year program)

The following is a description of the apprentice program for the Wastewater Maintenance department of the Richmond Sanitary District. It is a four-year program consisting of eight classes.

Classes to be completed:

TEC 113	Basic Electricity
IMT 203	Machine Maintenance and Installation

HEA 101	Heating Fundamentals
IDS114	Introductory Welding
IDS 104	Fluid Power Basics
BCT202	Plumbing Fundamentals
IDS 103	Motors and Motor Controls
IMT 122-516	Electrical Wiring Fundamentals

These classes are offered by Ivy Tech State College. Classes are to be taken at least one per semester (fall and spring), two per year. Classes may be taken in the summer but that is not required. Some classes are only offered once per year. If scheduling problems occur, pay for the fourth year will not be held back, and the incomplete class should be taken at the first opportunity.

Some classes may be changed or removed by Ivy Tech. In such a case, the class schedule may need to be altered or revised.

Classes will be waived only when proper verification is given that a class or an acceptable equivalent has been completed.

CDL license must be obtained sometime during the four-year program.

Failure to complete the program in four years may result in disciplinary action including disqualification from the program. Again, the apprentice will not be punished for any scheduling problems that may occur. Upon disqualification, employee will be placed on lay-off status subject to recall and placement in the first available position for which employee is most senior, qualified.

Pay Schedule

Start	90 percent
1 year anniversary	92.5 percent
2 year anniversary	95 percent
3 year anniversary	97.5 percent
4 year anniversary	100 percent

The above is a percentage of the Mechanic III pay therefore pay will increase as Mechanic III pay increases. The above schedule is to be followed even if classes are completed early. Upon completion of the apprenticeship, job title becomes Mechanic III.

ARTICLE 13 - LAYOFFS

- A. The parties agree the City has the right to layoff employees for lack of funds or other legitimate reasons. The City shall have the right to determine which departments shall be affected by such layoff. The Union shall be entitled to meet with representatives of the City to discuss the layoff.

- B. The City shall give the Union and all affected employees at least thirty (30) days advance notice of any layoff. In the event of a legitimate/verifiable emergency, the thirty (30) day time frame may be reduced by mutual agreement of the parties. The Union will not unreasonably withhold agreement.
- C. In effecting a layoff in any department, all employees in the specified department shall be considered. For purposes of layoff only, the Sanitary District shall be considered one Department. The Parks Department shall be considered one Department. And the Street Department shall be considered one Department. Employees shall be laid off in the following order:
- 1) Temporary/part-time employees
 - 2) Contracted employees: If contracted work results in the layoff of a Bargaining Unit Employee, the City must give the Union at least six (6) months written notice in advance of such layoff. During that time the City agrees to discuss with the Union alternatives to the contracted work and resulting layoff. The City shall retain the right to proceed with its initial decision if no alternative agreement is reached in the six (6) month period.
 - 3) Probationary employees
 - 4) Full-time employees in the affected department(s) with the least departmental seniority.
- D. Any employee who has been notified of pending layoff has the right, provided they possess the minimum qualifications and/or City required certifications, to be placed within another vacant position within the bargaining unit. Such employee shall have the right, without any loss of seniority; to return to the position he/she was laid off from if such position becomes open in the future.
- E. Any employee within the affected department may take a voluntary layoff in lieu of another full time employee being laid off. In the event any employees wish to take a voluntary layoff, departmental seniority and operational considerations determined by the City shall be the determining factors.
- F. Employees who have been laid off will be placed on a recall list. Employees shall be recalled in reverse order, from which employees were initially laid off. The City shall not hire into a department affected by the layoff until all laid off employees on the recall list for that department have been reinstated or decline the position when it is offered. The City shall provide two (2) weeks written notice by certified mail to employees being recalled at their last known address. Any employee, who fails to respond to such notice or fails to return to work at the date and time specified in said notice, shall forfeit all recall rights.
- G. An employee recalled after being laid off shall be credited as having unbroken, continuous service.

ARTICLE 14 - DRUG AND ALCOHOL TESTING

Drug and alcohol use is highly detrimental to the safety and productivity of employees in the work place.

No employee may be under the influence of any illegal drug or alcohol while in the work place, while on duty, or while operating a vehicle or equipment owned or leased by the City.

In accordance with the Drug-Free Work Place Act of 1988, and the State of Indiana Drug-Free Workplace Executive Order No. 90-5 of 1990, the City must maintain a drug-free work place. Failure to comply with those laws could jeopardize government funds that the City receives. The unlawful manufacture, possession, distribution, transfer, purchase, sale, use, or being under the influence of alcoholic beverages or illegal drugs while on the employer's property, while attending business-related activities, while on duty, or while operating a vehicle or machine leased or owned by the City is strictly prohibited and may lead to disciplinary action, including suspension without pay or discharge, according to the provisions of this Article. When appropriate, the City may refer the employee to approved counseling or rehabilitation programs.

While on official business or when an employee may be deemed a representative of the City, he/she must comply with this policy as a condition of employment. An employee convicted of a drug-related crime occurring in the workplace shall notify the City within five (5) calendar days of the conviction.

The City shall notify the appropriate government agency within ten (10) days of the conviction. Appropriate personnel action, up to and including termination, or possible discipline and/or participation in a drug abuse assistance or rehabilitation program, may result after notice of the conviction is received.

Employees may use physician prescribed medications, provided that the use of such drugs does not adversely affect job performance or the safety of the employee or other individuals in the work place.

Employees may keep physician-prescribed drugs and over-the-counter medications on City premises. The employee shall notify his supervisor of the presence of prescription drugs on the City premises.

The City recognizes that employees may wish to seek professional assistance in overcoming drug or alcohol problems. Contact the Director of Human Resources for more information about the benefits potentially available under the employee medical benefit plan and any possible referral results.

The City is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees may be asked to provide body substance samples (e.g., blood, urine, breath) to determine the illicit use of marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, phencyclidine (PCP) or any other illegal drugs. The City will comply with applicable regulations regarding the confidentiality of all such test results.

Drug tests, whether random, post accident, reasonable suspicion, return to duty or follow-up tests, shall be conducted according to the criteria and procedures set out in the applicable regulations of the United States Department of Transportation (DOT) or such other agency of appropriate jurisdiction.

The department head may determine job classifications for which random drug testing is applicable, but all such determinations shall be made in a manner consistent with applicable regulations.

Probable cause testing occurs when work place behavior indicates that an employee on duty is under the influence of drugs or alcohol. Such behavior must be witnessed by at least one supervisor or crew leader on duty who has been trained in the detection of probable alcohol or drug use by the observation of human behavior.

In cases where a positive test is confirmed, the employee shall submit to appropriate counseling including but not limited to rehabilitation, with the costs and expenses to be paid by the employee. Provided the employee (i) authorizes the City's Director of Human Resources to receive all relevant confidential medical information related to the employee, and (ii) complies with the reasonable directives of the substance assistance professional with whom the employee is working, the City agrees that the employee shall suffer no adverse job action as a consequence of such an initial positive test.

In the event an employee tests positive for drugs or alcohol a second time, adverse employment action may follow up to, and including, suspension without pay or discharge.

The City reserves the right to promulgate work rules and procedures that are necessary to implement the drug and alcohol testing procedures to which reference is made in this Article 14. All such rules and procedures shall comport with the minimum requirements of applicable state or federal regulations. Questions concerning this policy or its administration should be directed to the City's Director of Human Resources.

ARTICLE 15 - SENIORITY AND YEARS OF SERVICE

SECTION I - DEFINITIONS

Seniority shall consist of the employee's total length of service, within the bargaining unit. For purposes of this Agreement, the following forms of seniority shall be considered:

A. City Seniority: An eligible employee's total length of continuous service in a permanent position or succession of positions within the employ of the City. An AFSCME Bargaining Unit employee who is promoted or transfers to a non-bargaining unit job within the City will have his/her Departmental seniority frozen upon the effective date of such action and shall not accrue Departmental seniority while assigned to such job. If transferred back into the Bargaining Unit within one (1) year after leaving for a position outside the bargaining unit, the employee shall have their Departmental seniority restored, minus the amount of time such employee worked outside the bargaining unit.

B. Street Department Seniority: An eligible employee's total length of continuous service within the Street department.

C. Sanitation District Seniority: An eligible employee's total length of continuous service within the Sanitation District.

D. Sanitary Department Seniority: An eligible employee's total length of continuous service within a department of the Sanitary District. The departments within the Sanitary District shall consist of the following divisions:

1. Landfill

2. Solid Waste/Recycling
3. Waste Treatment Operations/Lab
4. Administration
5. Wastewater Maintenance
6. Sewer Maintenance
7. Solid Waste Maintenance

E. Parks Department Seniority: An eligible employee's total length of continuous service within the Parks Department.

F. Years of service: An employee's total length of service with the City.

SECTION II- NEW HIRES

- A. Each new full time employee hired as a probationary employee shall not be entitled to seniority privileges under the terms of this Agreement until the successful completion of the probationary period. Upon completion of the probationary period, the employee shall be considered a regular employee and shall have seniority from his/her date of hire.
- B. Full time or part time temporary service shall not count towards an employee's seniority.

SECTION III- APPLICATION

All matters determined by seniority, as defined in this Article, are provided in specific articles in this Agreement.

SECTION IV- TERMINATION OF SENIORITY

- A. City Seniority: An employee's City seniority will be terminated if any of the following occur:
 1. The employee resigns from City employment;
 2. The employee is discharged for just cause;
 3. The employee retires from City employment.
- B. Street Department, Parks Department and Sanitary District Seniority: In addition to section 1 above, an employee's seniority in the Street Department, Sanitary District and/or Sanitary

District Department will terminate if an employee voluntarily leaves such Department or District.

C. An employee voluntarily transferring into the Street Department, Parks Department, Sanitary District, or a Sanitary District Department shall forfeit their seniority rights within the respective department or district of which the employee transferred from and shall begin their seniority anew within the new department or district.

D. An employee involuntarily moved from a department or district shall have their seniority within the department frozen and such seniority shall be reinstated at such time the employee returns to the department or district. Such employee's seniority shall begin anew within the department or district.

SECTION V- TIES

When two (2) or more employees have the same seniority, the tie shall be resolved by their City seniority. Should a tie still exist due to two (2) or more employees having identical dates of hire, the tie shall be resolved by reference to the last four (4) digits of the tied employees' social security number with the highest four (4) digit number receiving preference.

SECTION VI- SENIORITY LISTS

A. A copy of the seniority list shall be provided to the Union and shall be made available for review by the employees.

B. An employee shall be obligated to notify the City of any error in the current City seniority list within thirty (30) calendar days after the date the list is made available for employee review.

C. When the seniority lists established in this Article are prepared, a copy shall be provided to each work site.

D. Seniority reports shall include the names of all bargaining unit employees along with their current department, classification, and all corresponding seniority dates.

E. A seniority report shall be prepared within thirty (30) calendar days from the effective date of this Agreement, and the first pay period in January and July thereafter.

F. Seniority lists are to remain posted until a new list is prepared.

SECTION VII-DEPARTMENTAL SENIORITY LIST

A departmental seniority list of all eligible employees shall be provided, posted and kept current.

ARTICLE 16 - JOB BIDDING

SECTION I - POSTING

All Bargaining Unit job vacancies within the City shall be posted for three (3) workdays in all City facilities. For purposes of this Agreement, a vacancy shall mean any Bargaining Unit position, whether vacated or newly created, that the City seeks to fill. Copies of all Bargaining Unit job postings shall be forwarded to all departments and to the Recording Secretary of the local union on the day of posting.

SECTION II – BIDDING

A. All employees covered by this agreement, except orientation employees in their working test period, may bid on a Bargaining Unit posted position.

B. Bargaining unit employees working within the department of the posted position shall be given first priority for bargaining unit positions. The senior qualified employee, at the time of the bidding, who bid on the posting shall be awarded the posted position.

C. In the event such position is not filled by an employee within the department, bargaining unit employees who work outside the department shall be given the next priority. The qualified employee with the most City seniority who bid on the bargaining unit position shall be awarded the posted position.

D. After an employee has successfully bid into a position, that employee will be given a fifteen (15) workday trial period. It is agreed that during the trial period, the employee will be counseled, advised of progress, and made aware of needed improvements by the employee’s immediate supervisor or authorized representative. The results of this meeting will be reduced to writing and provided to the employee and the Union Steward. There will be a minimum of two (2) of the described meetings during the fifteen (15) workday trial period. At any time during this fifteen (15) workday trial period, the employee may elect to return to his/her previously held position. In such case, the City shall then award the originally posted position to the next senior qualified employee who had previously bid on the position.

E. In the event an employee is disqualified from a Bargaining Unit position, that employee will be placed on lay-off status subject to recall and placement in the first available position for which that employee is the most senior qualified.

ARTICLE 17 – VACATION AND HOLIDAYS

Vacation Benefits:

Regular full-time employees are eligible to earn and use vacation time as described in this policy. Paid vacation time is based on a calendar year that begins on January 1 of each respective year. The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

Vacation Schedule

Year to hire	up to 6 days
Year 2	up to 10 days
Year 3	10 days
Year 4	10 days
Year 5-9	15 days
Year 10-19	20 days
Year 20-up	25 days

The number of vacation days to which an employee is entitled during the first and second years of employment is dependent upon the hire date and the date on which the orientation period expires. An employee must have served at least a six (6) month orientation period in which no paid vacation is granted. One vacation day shall be earned for each complete calendar month worked after the expiration of the orientation period. No more than six (6) vacation days can be earned when the orientation period expires during the same calendar year of hire. No more than ten (10) vacation days may be earned for use during the calendar year if the employee's orientation period expires during the second calendar year.

The City may restrict the number of approved vacations during any work week based upon the operational needs of the particular department.

Vacation requests submitted by employees prior to February 28 of a given year shall be considered and granted (subject to the department's operational needs) in accordance with the applicant's respective departmental seniority. Such vacation requests shall be approved by the City prior to March 15 of that year. Once approved by the City, an applicant's vacation request can only be withdrawn, or approval can only be revoked by the City, with the mutual consent of the parties.

This vacation schedule is based upon total City seniority (as defined herein in Article 15 of this Contract); as such seniority exists on January 1 of the year in which vacation benefits are to be taken.

Vacation time off is paid at the employee's base pay rate at the time of vacation. Employees may not carry unused vacation time forward to the next benefit year.

An employee taking a vacation during a week in which a holiday falls shall not be charged for a vacation day for that particular holiday.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

Holidays

The City of Richmond specifies thirteen (13) paid holidays to be observed by the City each year. The holiday schedule will be posted in City facilities.

According to applicable restrictions, the City will grant paid holiday time off to all full-time employees upon assignment to an eligible employment classification.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

All full-time employees shall receive regular pay for those holidays designated by the City. Part-time employees shall receive regular pay for those hours they would have worked on any designated holiday. Temporary employees shall not receive pay for holidays so designated.

If an eligible employee is required to work on a recognized holiday, he or she will receive holiday pay at one and one-half times his or her straight-time rate for the hours worked on the holiday. Straight-time, or base rate, pay is the employee's weekly rate of pay divided by 40 hours.

The Director of Human Resources, with approval of the Mayor, will prepare an annual holiday schedule with thirteen (13) holidays, on or before December 1 of the preceding year, in observance of the following holidays and any others deemed appropriate:

New Year's Day

Martin Luther King Day

Good Friday

Easter Sunday (for those who are scheduled to work regularly on Easter)

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

ARTICLE 18 – PERSONAL DAY, SICK DAYS, AND LEAVE OF ABSENCE

Personal Day

Every regular full-time employee is eligible for two (2) personal days that may be taken on any day throughout the year subject to scheduling and approval criteria established by each department.

Sick Days

Regular full-time employees shall receive seven (7) sick days a year. Said sick days shall accrue on January one of every year.

A. Sick days are used as a protection for the employee or immediate family in the case of illness, or medical, dental, eye examinations or treatment for which arrangements cannot be made outside of normal working hours. Sick days will be used in a minimum of one half (1/2) hour increments.

B. The department head or supervisor may request documentation of illness from a physician after three (3) consecutive workdays. After seven consecutive workdays of absence due to employee sickness, documentation of illness from a physician is mandatory.

C. An employee may accumulate an unlimited number of such sick leave time. The employee's balance may be carried forward from one year to the next. If an employee exhausts all accumulated time, by permission of the Department Head unpaid leave may be granted.

D. Employees hired after January 1st shall receive the number of sick days equal to the number of full months remaining in the year divided by two (example: hired April 15th, the employee shall receive 4 days for the eight months of May through December).

E. Unused sick days will not be paid to an employee at the time of separation from the City.

Leave of Absence

A. Leave of absence without pay may be granted any full-time employee after one year of employment with the City. Such leave shall not exceed 12 consecutive months. An employee may submit a written request of his or her supervisor for a leave of absence with an explanation of the purpose and term requested. Such request will be subject to approval of the City.

B. A leave may be requested for any reason including education, health or family responsibilities not covered by any other provision of this policy. Requests for leave of absence, for reasons of illness or injury, must be accompanied by a doctor's certificate in support of the same. During such period, vacation leave shall not accrue, and such employee shall not receive compensation for designated holidays. Health insurance benefits may be retained under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

C. Upon returning to work after an approved leave of absence, every reasonable effort will be made to return the employee to his/her previous position. If the vacated position was filled during the employee's absence, employment will be offered in a similar position or the next best position when the next opening occurs.

D. An employee granted a leave must give written notice to the City of intent to return to work at least (14) calendar days prior to his or her return or the expiration of the leave of absence period, whichever occurs first. If the employee fails to notify the City, the employee will be considered terminated as of the last day he or she actually worked for the City.

ARTICLE 19 - BEREAVEMENT LEAVE

A. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. The employee shall use the City supplied Bereavement form to provide the City with the details of the bereavement and to request extra days for special circumstances.

B. Up to three (3) days with pay will be allowed for death in the immediate family which includes: spouse, child, step-child, father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, grandchild, grandparent, grandparent of a spouse, or significant other residing in the same household.

C. One (1) day will be allowed upon the death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or cousin.

D. Absences for other funerals, as well as extra days for special circumstances shall be considered on a case, by case basis. When extra days are approved by the employee's immediate supervisor or the supervisor's authorized representative, the employee may elect to use accrued vacation days, personal days and/or sick days for these extra days.

ARTICLE 20 - JURY LEAVE

- A. Any employee of the City shall receive leave to serve on a jury.
- B. The employee's pay will be adjusted to reflect the difference between the employee's regular salary and the compensation received for jury duty. If an employee is required to appear in court in response to a duly served subpoena, his or her supervisor shall be notified and leave for the required period of time will not result in loss of pay.
- C. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.
- D. Either the City or the employee may request an excuse from jury duty if, in the employer's judgment, the employee's absence would create serious operational difficulties.
- E. The employer will continue to provide all regular benefits for the full term of the jury duty absence.
- F. Part-time and temporary employees shall receive no wages for time spent on jury duty, but shall be entitled to retain any compensation received for such service.

ARTICLE 21- MILITARY LEAVE

- A. A military leave of absence will be granted to all City of Richmond employees, except those occupying temporary positions, to attend scheduled drills or training, or if called to active duty with the US armed forces.
- B. Employees who are members of a Reserve Unit or National Guard Unit shall be granted leave for the annual training period, and are entitled to civilian (City) and military pay up to fifteen (15) days a year when on training duties pursuant to proper orders issued by appropriate military authority.
- C. Required military leave will not be charged against an employee's accrued time.
- D. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time.
- E. Employees on longer military leave must notify the employer of the intent to return to employment in accordance with all applicable state and federal laws.
- F. Upon return from military leave, in accordance with current law, the returning employee is entitled to be reinstated in their former position or to a comparable one. Every reasonable effort will be made to return eligible employees to their previous position. They will be treated as though they were continuously employed for purposes of determining benefits base.

ARTICLE 22 – FAMILY AND MEDICAL LEAVE

The City shall abide by all applicable provisions of the Family Medical Leave Act as from time to time amended.

The Family and Medical Leave Act of 1993 requires employers of 50 or more employees to provide eligible employees with up to 12 weeks of unpaid leave in a 12-month period for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse or parent. For an employee to be eligible for medical leave, he or she must have been employed by the City of Richmond for at least one year and have worked 1,250 hours within the previous 12-month period.

In addition, any employee who completes a period of leave must be returned either to the same position the employee was in prior to the leave, or to a position equivalent in pay, benefits, and other terms and conditions of employment.

When an employee plans to take Family or Medical Leave under the Act, the employee is required to give the City 30 day's written notice or, if this is not possible, as much notice as is practical. All sick days accumulated in the current year must be taken prior to the start of FMLA leave. The employee may elect to use vacation time to run concurrently with an FMLA Leave. An employee undergoing planned treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to City operations.

The City may require an employee to report periodically during the leave period on the employee's leave status and the employee's intention to return to work. The employer may consider an employee's failure to report to work at the end of the leave period as an employee resignation.

The City will require medical certification to support a claim for leave for an employee's serious illness or the serious illness of a child, spouse or parent. For an employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position.

For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of the employee's time that will be needed to care for the child, spouse, or parent. The City reserves the right to require a second medical opinion from an independent medical provider. The City will pay for the second opinion and will designate a provider who is not an employee of the City of Richmond. If the two opinions conflict the City will pay for a third opinion. The opinion of the third provider is final and binding on both the City and the employee.

All provisions of the Family and Medical Leave Act of 1993 are not incorporated and set out in full herein, thus the Family and Medical Leave Act of 1993 shall govern this policy. A copy of said Act is on file in the office of Human Resources. (All accrued vacation leave may be applied to maternity leave for pay purposes.)

ARTICLE 23- INSURANCE AND OTHER BENEFITS

A. The City shall continue to provide group health insurance and life insurance for active members of the AFSCME Local 1791 Bargaining Unit as is provided for other active City employees. In the event any other employee (or group of employees) are offered insurance benefits at a higher level and/or less cost, then all employees covered by this agreement shall be offered the same or better benefits at the same cost offered to other employees.

The cost of the City's PPO plan for the members of the AFSCME Local 1791 Bargaining Unit shall be as follows:

Employee	\$26.00 per pay period (\$676.00 per year)
2 to 3	\$52.00 per pay period (\$1352.00 per year)
4 to 5	\$65.00 per pay period (\$1690.00 per year)
6+	\$78.00 per pay period (\$2028.00 per year)

The cost of the City's COMP plan for the members of the AFSCME Local 1791 Bargaining Unit shall be as follows:

Employee	\$66.06 per pay period (\$1717.56 per year)
2 to 3	\$148.63 per pay period (\$3864.38 per year)
4 to 5	\$165.14 per pay period (\$4293.64 per year)
6+	\$181.66 per pay period (\$4723.16 per year)

These costs to the employee shall remain in effect thru July 2008. After July 2008, these costs to the employee shall be subject to negotiations.

B. In the event the City has or makes available any other type of insurance coverage, such as vision or personal property insurance, to any city employee(s), the City shall also offer such coverage to employees covered under this bargaining unit at the same cost and coverage as provided to other city employee(s).

C. The City agrees to recognize one (1) designated member of AFSCME's Bargaining Unit as a member of the City Insurance Committee.

D. The City shall contribute toward the City's health insurance premiums of any eligible retiree who chooses to remain on City insurance, subject to the following terms and conditions:

- a) Premium contribution by the retiree will be the same as any active employee's premium. Coverage under any plan, at any cost, shall only be available to spouse and children of the retiree in existence at the time of retirement (or born subsequent to retirement with a spouse in existence at the time of retirement), and not to subsequent stepchildren or natural children born with a subsequent spouse.

- b) A retiree who subsequently obtains other employment may elect to carry two insurance policies provided that the City is secondary.
- c) A retired employee eligible for retiree coverage, who is not covered under the City's Plan due to being eligible for another Plan, covered by another Plan or covered as an active employee under this Plan, and later loses such eligibility or coverage, may enroll again for retiree coverage prior to age 65 under Late Enrollment provisions or specified qualifying events. All other Plan provisions, including Pre-Existing Condition limitations shall apply.
- d) The City of Richmond's contribution for retiree health insurance benefits shall continue until the retiree becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395, et. Seq. The amount of the City's contribution to any retiree hereunder shall be subject to subsequent modification through the Collective Bargaining process and resulting change in terms of this Collective Bargaining Agreement, whether such changes occur before or after a particular retiree's effective date of retirement.
- e) For the purpose of this section, an "Eligible Retiree" is defined to be any member of the AFSCME Local 1791 bargaining unit, who retires from active duty in good standing, and with twenty (20) or more years of service to the City of Richmond.
- f) The insurance contribution benefits hereunder shall only be available to those Eligible Retirees whose first effective date of retirement is on or after January 1, 2006, and to those retirees and or dependents of a retiree who are participating in the City's group health insurance plan as of December 31, 2005.

ARTICLE 24 – LIGHT DUTY WORK

- A. For purposes of this Article, the term "Department" means the Richmond Sanitary District, the City of Richmond Parks Department and the City of Richmond Street Department.
- B. A request for light duty will require a doctor's certification. Restrictions resulting from the employee's injury must be listed. Specifically, it must state what types of work the employee is able to perform. A doctor's certification indicating light duty with no specified restrictions will not be accepted. If due to the restrictions, the Department cannot accommodate the employee, then light duty will not be approved.
- C. Employee's requesting light duty in excess of three (3) days will be sent to Reid Hospital's Occupational Health Program for assessment of those injuries and restrictions in order to determine what course of action needs to be followed by the Department. The Department will cover the cost of the assessment.

- D. Each Department shall maintain a list of tasks normally anticipated acceptable as light duty. Employees on light duty are expected to perform any of the tasks assigned to them that are not restricted by their doctor.

ARTICLE 25- SHORT AND LONG-TERM DISABILITY

A. The City shall continue to provide short-term disability protection and long-term disability insurance to the members of the bargaining unit, at no cost to the employees, and at the benefit levels that prevail at this time.

B. The City shall notify an employee at least forty-five (45) days in advance of such employee's short-term disability benefit expiring and an explanation of such employee's responsibility to apply for long-term disability benefits.

ARTICLES 26 - AMERICANS WITH DISABILITIES ACT

The City shall abide by all applicable provisions of the Americans with Disabilities Act, as from time to time amended.

ARTICLE 27- LABOR/MANAGEMENT COMMITTEES

SECTION I- STANDING COMMITTEE

A. A Departmental Safety and Health Committee and a Departmental Labor/Management Committee shall be established by the Street Department, the Sanitation Department and the Park Department. Each committee shall consist of an equal number of members from the department and the union and each party shall select its own representative(s).

B. The Committees shall meet at mutually agreeable times and places. No committee member shall suffer loss of pay to attend committee meetings.

C. The department and the Union shall jointly establish the agenda in advance of each meeting..

D. The purpose of the Health and Safety Committee is to discuss safety issues of mutual concern, including unsafe operation, and use of equipment.

E. The purpose of the Labor/Management committees is to discuss issues of mutual concern. In addition to the Departmental Labor/Management committee, a Joint Labor/Management committee consisting of the Director of Human Resources, each department head and four (4) representatives from the Union shall be established and will meet quarterly to discuss issues of mutual concern. The Director of Human Resources and the Secretary of the Union shall jointly prepare an agenda for each meeting. If there are no issues to discuss, there will not be a meeting.

F. A mutually agreed committee member shall take minutes to be reviewed by both parties for approval and dissemination and all committee recommendations shall be in writing.

ARTICLE 28 - TRAINING

A. The city shall provide city-required training from certified trainers and programs on a regular basis to employees. Training provided shall be for the purpose of improving the quality, efficiency, and safety of the workplace. The city shall provide "cross-training" on specific tasks or operation of equipment.

B. The city shall pay for city required CDL physical exams and job related certifications. The employee may choose to use his/her family doctor to conduct the CDL physical exam provided that the doctor is approved to perform CDL physical exams.

C. The city shall continue its current Educational Assistance Plan for employees and shall be attached to and made part of this agreement as appendix A.

ARTICLE 29 – CONTRACTING OUT

A. The City may contract or sub-contract work normally and regularly performed by members of the Bargaining Unit; however, if such work is to result in the layoff of any Bargaining Unit Employee, the City must give the Union at least six (6) months written notice in advance of such layoff. During that time, the City agrees to discuss with the Union and/or the affected employee(s) any alternatives to the contract work and resulting layoff, but the City shall retain the right to proceed with its initial decision.

B. Except in emergency or non-routine isolated situations, supervisors and non-Bargaining Unit City employees shall not perform work normally assigned within the Bargaining Unit.

ARTICLE 30 - PREMIUM CONVERSION (Tax saver)

Pursuant to the State's qualified conversion plan under Section 125 of the Internal Revenue Code, withholdings of contributions for insurance for employees shall be paid on a pre-tax basis.

ARTICLE 31- RETIREMENT

A. The City shall continue to participate in the Public Employee's Retirement Fund (P.E.R.F.) and agrees to abide by all the terms and conditions as outlined in P.E.R.F. regulations.

B. Refer to Article 23 D for retiree Insurance requirements and benefits.

ARTICLE 32 - WAGES AND OTHER COMPENSATION

SECTION 1- WAGE AGREEMENT

A. The Street Department and Sanitation Department employees covered by this Agreement shall receive a one and one half percent (1.5%) across the board wage increase for 2007 over corresponding 2006 wages. The Parks Department employees covered by this Agreement and the two (2) new positions (Administrative Assistant and Vehicle Maintenance Supervisor) that were transferred to the Bargaining Unit by this agreement shall receive a three percent (3.0%) wage increase for 2007 over corresponding 2005 wages.

All new hires (probationary employees) hired after April 24, 2007 shall be paid during their probation period as follows:

Starting Rate	90% of Base
After three (3) Months	95% of Base
After six (6) Months	100% of Base

B. A \$250.00 annual stipend for each Street Department, Park Department and Sanitation Department worker who is required to have a CDL license.

C. A \$250.00 annual stipend shall be paid to those Sanitation Department employees who are required to have a Waste Water Treatment Plant Operator's License.

D. The Sanitation Department shall continue to provide uniform service for all positions that currently receive the uniform service. The Park Department shall provide uniform service for the Mechanics only. All Bargaining Unit employees not covered by a uniform service shall receive a \$250.00 per year cleaning and clothing allowance.

E. All Bargaining Unit employees whose job description requires them to work outdoors shall receive one hundred fifty (\$150.00) dollars to purchase winter apparel every two (2) years and one hundred twenty five (\$125.00) dollars to purchase safety boots every year. All Bargaining Unit employees shall also receive rain suits and rubber boots every year, if needed.

F. All employees shall continue to receive Personal Protection Equipment (PPE) items as determined by the City at no charge to the employee. PPE will be issued on an as needed basis with damaged items turned in for replacement. Requests for PPE as a result of negligence (lost or left at home) will be honored and the employee will be charged the cost of the item requested. Any PPE obtained or purchased outside of the employer must have approval of the Safety Coordinator for compliance with OSHA regulations.

G. Applicable stipends will be paid to those employees on the payroll roster as of March 1 of each calendar year. All stipends and allowances shall be paid on the first pay period in March, in a separate check. Any employees added to the payroll roster after March 1 (i.e. new hires) will receive their stipends after completion of their

probationary period or trial period on a prorated basis. They shall be paid one twenty sixth (1/26) of the stipend for each remaining pay period in the year.

SECTION II – LONGEVITY PAY

As an incentive for continuous service with the City of Richmond, each active AFSCME Local 1791 Bargaining Unit employee covered by this Agreement shall receive longevity pay as follows:

2007	\$ 5.00 per year of service
2008	\$ 5.00 per year of service
2009	\$ 7.50 per year of service
2010	\$ 7.50 per year of service
2011	\$10.00 per year of service

Longevity pay shall be paid in a lump sum to employees on the first pay period following their hiring anniversary date.

ARTICLE 33 - SEVERABILITY AND SAVINGS CLAUSE

SECTION I

Should any part of this Agreement or any of the provisions contained herein be declared invalid by a tribunal of competent jurisdiction; and or federal or state legislation, governmental regulation, or court decision, it shall be of no further force and effect. Such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

SECTION II

A. In the event any provision herein is rendered invalid, upon written request of either party hereto, the employer and the Union shall meet promptly for the purpose of negotiating a lawful alternative provision within thirty (30) working days. Only that issue or provision terminated shall be the subject of the negotiations to replace it.

B. Interim bargaining on the invalid provision shall not be required if the determination of the invalidity of the particular contract provision is made by the respective court, panel or tribunal within ninety (90) days of the date when bargaining on a successor agreement is scheduled to begin.

ARTICLE 34 - NO STRIKE / NO LOCK-OUT

A. During the term of this agreement, AFSCME agrees that it shall not authorize any strikes, slowdowns, stoppages of work, unlawful picketing, boycotts, or willful interferences with the regular or orderly conduct of the City's business affairs within the areas of responsibility of either the Bargaining Units or of any other department of the City, by the Union or its members, whether or not authorized by the Union, engaged in such concerted activities.

B. The City agrees that during the term of this agreement there shall be no lock-out of the Union members as a class of workers. Provided, however, nothing contained in this Article shall imply any undertaking on the part of the City to assure a continued level of employment to all Union members during the term of this Agreement.

ARTICLE 35 – MANAGEMENT RIGHTS

The Parties recognize the exclusive right, responsibility and authority of the City to manage the operations of the City, included but not limited to, the right to select and hire, to promote, to discipline and to superintend discipline for just cause: and to maintain efficiency of operations; and to determine the schedules of work, the schedules of hours and shifts, the exclusive right to establish rules of conduct and require employees to comply with these rules. It is agreed that the enumeration of the above listed management rights shall not be deemed to exclude other management rights not specifically enumerated. Any of the rights, powers, functions, or authority which the City had prior to signing of this Agreement are retained by the City, except those rights, powers, functions, or authorities that are specifically limited or regulated by a specific provision of this Agreement, in which case, the AFSCME Local 1791 Bargaining Unit shall have recourse to Article 11, Grievance Procedure, of this Agreement.

ARTICLE 36 – WAIVER OF INTERIM BARGAINING

Except as specifically provided herein at Article 36, the parties mutually acknowledge that during the bargaining that resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter permitted by the Ordinance to be a subject of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the City, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that this Agreement was bargained, ratified, or executed.

ARTICLE 37 – GENERAL PROVISIONS

SECTION 1- JOB POSTINGS

With the exception of appointed positions and seasonal employees, the City agrees to continue the practice of posting all vacancies within the City for a minimum of three (3) workdays in all Bargaining Unit facilities. Fire and Police vacancies are also excluded.

SECTION 2- BARGAINING UNIT AUTONOMY

The parties agree that no other Bargaining Unit will have a direct impact upon this Bargaining Unit or this Agreement.

SECTION 3- RETROACTIVE PROVISIONS

All provisions of this Agreement including wages shall be retroactive to January 01, 2007.

SECTION 4- PARK DEPARTMENT VOLUNTEERS

The Parties agree that the Richmond Parks and Recreation's use of volunteers in partnership with the community, area groups and organizations shall continue. The parties also agree that the volunteers used to assist in Park events and activities shall not be used to involuntarily displace regular employees.

SECTION 5- PROBATIONARY EMPLOYEES

Probationary employees have the right to join the Union subject to Article 4 of this Agreement upon hire. The probationary employee may be laid off or discharged as exclusively determined by the City during the orientation period.

Probationary employees are eligible for Bereavement Leave, Jury Leave, and Holiday pay while in their orientation period.

Probationary employees who have completed one (1) month of continuous employment with the City are eligible for the City's group health insurance on the first day of the month following the completion of the one (1) month of continuous employment.

ARTICLE 38- DURATION

This agreement shall become effective upon its ratification by the parties and shall remain in full force through December 31, 2009. Re-openers on wages, retirement and insurance co-payments shall commence on or about June 1 of 2007 and 2008 and shall be subject to the fact-finding provision of the City ordinance. In the event the parties have not reached a new agreement by the termination date, this agreement shall continue to be in force until the parties have reached and ratified a new agreement. Neither party shall have the authority to amend, delete, or otherwise change any part of this agreement during its term, unless otherwise authorized within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2007.

SIGNATURES

Date: _____

Members of AFSCME Local 1791 Negotiation Team:

By: AFSCME Council 62 Staff

DATE: _____

By: _____

By: _____

City of Richmond, Indiana, through its Board of Public Works and Safety (Street Department)

By: _____

By: _____

By: _____

DATE: _____

City of Richmond, Indiana, through its Parks & Recreation Board (Park Department)

By: _____

By: _____

By: _____

By: _____

City of Richmond, Indiana through its Sanitary Commissioners for Richmond Sanitary District (Sanitation Department)

By: _____

By: _____

By: _____

DATE: _____

APPROVED BY MAYOR:

Sarah (Sally) Hutton
City of Richmond

DATE: _____