

AGREEMENT
BETWEEN
CITY OF ANDERSON, INDIANA
AND
**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 62, AFL-CIO,
LOCAL 1913**

EFFECTIVE:

January 1, 2007 until December 31, 2009

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PREAMBLE

This Agreement is between the City of Anderson (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees, Council 62, AFL-CIO Local 1913 (hereinafter referred to as the "Union"): representing the Street Department, Sign Shop Department, Sewer Maintenance Department, the Department of Parks and Recreation and the City of Anderson Transportation System.

The general purpose of this Agreement is to set forth common terms and conditions of employment, applicable to bargaining unit full-time, hourly-rated labor, trade and craft employees employed in the City of Anderson and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

WITNESS: That, to facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the Employer and the Union and the general public may mutually benefit, the Employer and Union have the following understanding:

ARTICLE I AGREEMENT

Section 1.01. This Agreement shall take effect January 1, 2006, and shall continue in full force and effect for a period of three (3) years until December 31, 2009. The Agreement shall continue in full force and effect from year to year upon expiration unless either party desiring to amend this Agreement shall notify the other in writing of such intent at least ninety (90) days prior to the expiration of this Agreement or the expiration date of any extension of this Agreement. Notice of a request for amendment shall specify the content of any and all proposed amendments.

A. When applicable, negotiations will start not later than July 15 if wages have not been determined for the following year. Wages, as covered in Article VI of this Agreement, will be established for the calendar year and this procedure will not be in conflict with the terminal date of the Agreement.

Section 1.02. If no understanding by the parties has been reached by the expiration date, this Agreement shall continue in full force and effect.

Section 1.03. In this Agreement or Departmental Addendum, the Employer and the Union embody the entire results of their negotiations, which have covered all aspects of rates of pay, wages, hours of employment and other conditions of employment and all such subjects are fully settled for the term of the Agreement and any extension or renewal thereof; and there shall be no further negotiations during such term, extension or renewal except pursuant to this Article.

Section 1.04. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes, the provisions of such statutes shall prevail; and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties hereto agree to notify the other in writing of such ruling in this regard and also post the ruling on either the Union or Employer's bulletin board.

ARTICLE II
RULES

Section 2.01. Before putting into effect any new or revised rules and regulations, the covered Departments shall inform the Union and if requested by the Union, shall meet with the Union representatives to discuss the purpose and reasons of such new or changed rules. The Union shall have the right to offer counterproposals within five (5) days of receipt by the Union of such revised rules and regulations, but the final right to make known and implement such rules and regulations still rests with the Employer.

After the provisions of the above paragraph have been met, all rules and regulations of the Department shall be signed by the Department Head or CONTROLLING BOARD and be posted conspicuously in all work areas.

Section 2.02. The Employer shall not make any regulations affecting the right of any employee or employees to join, or refrain from joining the Union, except as provided in this or similar Agreement; provided that the Employer shall retain the full right to control employee's actions, City property and equipment during working hours and to control the use of Employer's premises.

ARTICLE III
MANAGEMENT RIGHTS

The Management of the covered Departments and the direction of its working force are vested exclusively and solely in the Employer and shall not in any way be abridged, except as provided for in this Agreement. The Employer, in the exercise of its functions of Management, shall have the right (a) to direct its employees; (b) to hire, promote, transfer, assign and retain employees in positions within the covered Departments and to discharge, suspend, discipline or demote employees for just cause; (c) to layoff employees because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the governmental operations entrusted to it and to establish policy; (e) to determine the work methods, means and quality and personnel by which such operations shall be conducted; (f) to make and enforce rules and regulations for the conduct of employees and safety of the work force; (g) determine an applicant's and employee's prior work experience, training, demonstration of relevant skills, ability or knowledge, performance record and seniority as an employee of the covered Departments; (h) to take whatever actions necessary to carry out the mission of the public agency as provided by law; and (i) the Employer retains the right to determine and designate the classification of employees on a Department-wide basis. The exercise of any of these rights of Management shall not be used for the purpose of discrimination or injustice against any employee solely because of his activity in or, on behalf of the Union.

ARTICLE IV
ARBITRATION AND GRIEVANCE PROCEDURE

Section 4.01. Grievances. The City and Union recognize that from time to time grievances, disputes and complaints may arise concerning the interpretation or applications of this Agreement. Any such grievance, dispute or complaint shall be discussed with the immediate Supervisor and every attempt shall be made to

resolve the problem verbally and as soon as it arises. Should a verbal solution not be possible, then the grievance, dispute or complaint shall be written in a due and acceptable manner on a grievance form provided by the Union. The subject form must be signed and dated by the aggrieved employee and must specify the part or parts of the Agreement alleged to have been misapplied by Management.

The time and place of the meetings are to be scheduled by the Supervisor evaluating the grievance during the regular working hours of the aggrieved employee. Attendance at the Step 1 grievance interview shall be limited in each case to the appropriate Supervisor, the aggrieved employee and/or the Union representative. The Union is to provide Management with a current accurate list of the Union officials in the respective Departments authorized to represent the employees in grievance matters.

Definitions: As used in this Section, the phrase "working days" shall mean and include all days on which the employee in question is regularly scheduled to work. Said phrase shall not include any Saturday, Sunday or holiday regardless of whether the employee may have worked on such day. The term "Supervisor" shall be defined as supervisory personnel in each Department so designated by the Department Head to handle the Step 1 portion of the grievance procedure in the respective Departments.

Step 1: Within five (5) working days in the case of a grievance involving discharge, suspension or disciplinary action which may result in a claim for back pay, or within five (5) working days in all other cases, after a cause for grievance first arises, an aggrieved employee may present his/her written grievance to his/her immediate Supervisor. The Supervisor shall within two (2) working days meet with the employee, and his/her Union representative if the employee desires representation, to discuss the grievance. The Supervisor shall give a written answer to the grievance within five (5) working days after such discussion. If the employee is dissatisfied with the disposition of his/her grievance by his/her Supervisor, he/she may within five (5) working days after being advised of the Supervisor's answer, reclaim from the Supervisor all papers connected with the grievance and present them to his/her Department Head.

The verbal discussion and Step 1 above will be held during regular working hours and the aggrieved employee and the representative of the Union shall not suffer any loss of pay by their attendance.

Step 2: Within five (5) working days after receipt of the written grievance, and any answer thereto or dispositions thereof at previous levels, the Department Head and other Management representatives, not to exceed three (3) in number, shall meet with the employee, and any Union representatives, and witnesses the employee shall desire, not to exceed a total of three (3) in number at any one time, to discuss the grievance. The Department Head shall give a written answer to such grievance within four (4) working days after such discussion. After such disposition by the Department Head, further action may be taken only if requested in writing by the aggrieved employee and the grievance and responses are examined by the Union President and a representative to determine if the basis for the grievance still exists. Such request for further action must be made in writing and delivered to the Department Head within five (5) working days after receipt by the aggrieved employee of the written answer of the Department Head. Upon receipt of such request for further action, the Department Head

shall, within two (2) working days of the request, forward the grievance and all written material connected therewith to the Board of Public Works.

Step 3: Upon receipt of the grievance request for further action, and other papers connected therewith in the office of the Board of Public Works, the Board of Public Works or any other person designated by them, shall within five (5) working days confer with the aggrieved employee and/or any Union representative or representatives desired by him/her, not to exceed a total of three (3) in number, concerning the grievance and shall issue a written decision within five (5) working days. If a disposition satisfactory to both parties has not been reached within ten (10) working days after such written decision, then the grievance may be submitted to arbitration by either party upon written notice to the other within such ten (10) working day period.

Step 4: When a grievance is sent to arbitration the American Arbitration Association will be the primary provider for this service. The Federal Mediation and Conciliation Service will be the secondary provider if the City and the Union mutually agree to utilize that option. Costs and expenses of any such arbitration shall be borne equally by the Union and the City.

Time and place (on City property) for Steps 2, 3, and 4 will be set at a mutually agreeable time. The aggrieved, witness(es) and the representatives of the Union, not to exceed a total of five (5) City employees will not be paid for their attendance at these meetings if held beyond their normal working hours.

In the event it is mutually agreed to seek voluntary mediation, Federal Mediation and Conciliation Service will be the provider for mediation.

Section 4.02. Grievance Administration.

- A. The Union shall keep the Departments advised in writing, on a current basis, of the identity of all representatives and the area or shift for which they have responsibility. Should the Union not supply the information identifying the officers and representatives, the Department shall have the right to refuse any discussion of an employee's case with any individual other than the employee.
- B. Employees, representatives and Union officials shall obtain prior approval at the earliest opportunity from their immediate Supervisor before leaving their work assignments or areas in connection with the operation of the grievance procedure. Supervision may confirm an authorized meeting has been scheduled pursuant to the terms of this Agreement before releasing an employee from work.
- C. Use of the grievance procedure shall not cause any prejudice nor reprisal of any nature against an employee. Any two (2) Union officials may examine an employee's personnel records with respect to a pending grievance, upon written request, for good cause shown, and with the written consent of the affected employee in the presence of a representative of the Employer.
- D. The time limits set forth in the grievance procedure shall be strictly enforced, except extensions may be granted upon mutual consent. If the Union does not process the grievance within the time limits, the grievance shall not be entitled to consideration. Should the "City's" representatives fail to answer

any grievance within the allotted time as specified in the specific step, the "City" shall forfeit said grievance in favor of the "Union," emergency excepted.

- E. If a bargaining unit employee is to receive a disciplinary action or termination, the employee may request a representative or Union official to be present.

ARTICLE V **SENIORITY**

Section 5.01. Probationary Employees. An employee shall be a probationary employee for the first one hundred twenty (120) calendar days he or she is employed full-time by the Employer, during which time the Employer may terminate such employee at its sole discretion with or without cause. Any such probationary employee shall not have access to the grievance procedure nor shall he/she be entitled to any other benefits under this Agreement not required by law. This excludes Extra-Board Drivers at CATS who have met the minimum hour requirement.

Section 5.02. Seniority.

- A. **Length of Seniority:** Seniority (length of service in continuous employment) for the accrual of sick leave and annual vacation benefits shall date from the first day an employee reports to work as a regular full-time employee for the City of Anderson.
- B. **Application of Seniority:** Seniority (length of service in continuous employment) shall be applied within each of the Departments covered by this Agreement and shall date from the first day the employee reports to work for such continuous employment with the Department. If seniority of any employee commences on the same day as another employee, then the "senior employee" shall be determined by alphabetical order of the employee's last name.
1. **Layoff and Recall:** In the event of a reduction in the working force for other than disciplinary reasons, seniority shall be applied with the Department in accordance with the following procedure.

Part-time and temporary employees will be laid off before any probationary employees are laid off.
 2. Probationary employees within the Department affected by the layoff shall be the next to be laid off, providing that employees with seniority within the Department have the necessary skill and efficiency as determined by the City to perform the available work.
 3. Employees with seniority within the Department affected by the layoff shall be laid off in accordance with the following factors:
 - a. Seniority in the Department;
 - b. Past performance and ability.

