

CONTRACT AGREEMENT

BETWEEN

THE CITY OF TERRE HAUTE, INDIANA  
STREET DEPARTMENT

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
STATE OF INDIANA DISTRICT COUNCIL  
FOR AND ON BEHALF OF  
LOCAL UNION #204

COMMENCING

JANUARY 1, 2017

THRU

DECEMBER 31, 2019

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## WORKING AGREEMENT

This agreement, made and entered into by and between the CITY ADMINISTRATION CIVIL CITY OF TERRE HAUTE, INDIANA STREET DEPARTMENT, Party of the First Part, hereinafter referred to as "Employer" and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, STATE OF INDIANA DISTRICT COUNCIL, for and on behalf of LOCAL UNION #204, Terre Haute, Indiana, Party of the Second Part, and hereinafter referred to as "Union" on this 1st day of January, 2017.

It is strictly understood and agreed that the District Council is acting only as agent in the negotiation of this Agreement and on behalf of Local Union #204. It is further agreed and understood that the District Council, in signing this Agreement for and on behalf of Local Union #204, shall not be responsible for violation of the Agreement by Local Union #204, or any member or members thereof, unless after notice and a reasonable opportunity is given the State of Indiana District Council to correct such or ratify same.

### WITNESSETH

It is mutually agreed by and between the Employer and the Union as follows:

### ARTICLE I

#### DEFINITION

Wherever used in this Collective Bargaining Agreement, the word "Employee" or "Employees" shall be defined as meaning any Employee covered by this Agreement and working within the jurisdiction of work as set forth in Article II of this Agreement.

### ARTICLE II

#### BARGAINING UNIT

Section 1. This Agreement shall apply to and cover all Employees of the Employer within the Bargaining Unit and the Employer recognizes Local Union #204, Laborers International Union of North America, as the exclusive Bargaining Agent for all Employees within the Bargaining Unit. The Bargaining Unit shall include all Skilled, Semi-Skilled, Unskilled, Working Foremen, clerical and professional Employees occupying executive positions.

Section 2. The Business Manager of Local Union #204, or his designated representative shall, after notifying the Employer, have access to the Employer's work site for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, as long as there is no interference with the operations at the work site.

### ARTICLE III

#### UNION SECURITY

Section 1. Union Membership. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees, who are members of the Union on the effective date of this Agreement, shall continue their membership in the Union for the duration of this Agreement, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union. All Employees who are not members of the Union, and all persons who hereafter become Employees, shall become members of the Union on the thirty-first (31st) day following the beginning of their employment, or, on the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

Section 2. Non-Discrimination. The Union and the Employer both agree to conform with all Federal and State laws with respect to employment and job promotion and agree employment shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or other aspects or obligations of Union membership, policies or requirements.

Section 3. Check-Off. The Employer agrees to deduct monthly from the wages of each Employee covered by this agreement such Employee's regular monthly dues and any initiation fees owing to the Union as a result of membership therein, upon authorization from the Employee. All amounts so deducted shall be remitted promptly by the Employer to the Local Union at its office and the Local Union shall acknowledge receipt of the money in writing.

Section 4. Check-Off Authorization. The Employer agrees to give effect to any authorization wage assignment or any revocation thereof within ten (10) days of receipt. The authorized wage assignment shall be on forms supplied by the Local Union.

Section 5. The Union shall notify the Employer in writing of any default on the part of an Employee to pay his initiation fee and the membership dues, pursuant to Section 1 of this Article and within twenty-four (24) hours (Saturday, Sunday and Holidays excluded)

from the receipt of such written notice, the Employer shall discharge such Employee, provided membership was available under the same terms and conditions generally applicable to other members. The provisions of this Section shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law.

## ARTICLE IV

### STEWARD

Section 1. Appointment. The Business Manager of the Union may appoint Stewards and Assistant Stewards. Said Stewards are to be recognized by the Employer and in the absence of the Stewards, the Assistant Stewards will be recognized by the Employer as having the right to act on any grievance without discrimination. Stewards pay will be \$.50 above his assigned classification.

Section 2. Duties. For all purposes of this Agreement, it is understood that the duties of the Stewards and the Assistant Stewards are limited to:

- a. Insist that the provisions of this Agreement be complied with by the Employer and the Union.
- b. Report to the Business Manager of the Local Union any questions that he cannot settle with the Employer.
- c. Any other acts by the Stewards or Assistant Stewards shall not constitute a breach or violation of this Agreement by Local Union #204 unless such action was authorized or ordered by the Business Manager or his representatives.

Section 3. Steward Privileges. The Stewards shall have the following privileges:

- a. Any overtime work scheduled shall first be offered to the Stewards and, if they are qualified to perform such work and such work is accepted by them, they shall be compensated at the rate of pay for the job performed, including premium pay for overtime.

Section 4. Steward's Time for Performance of Duty. The Steward and/or Stewards shall be paid by the Employer for such time necessarily taken in the performance of their duties to Step I and Step II of the Grievance procedure, as set forth in this Agreement.

All other business shall be conducted during non-working hours unless specific permission is obtained from the Employer. Subject to a determination by the applicable Supervisor that such persons absence will not interfere with the work schedule or efficiency of work operation, any Steward of the Union will be excused from work for the purpose of attending to Union business. Any Employee attending to Union business shall not be paid for any time or days that he is absent from work to attend to such Union business.

## ARTICLE V

### GRIEVANCE PROCEDURE

Section 1. When any question arises between an Employee and the Employer, or between the Employer and the Union, concerning the meaning, interpretation and application of the terms of this Agreement, which cannot be satisfactorily settled with the Employee's foreman or Supervisor, there shall be no work stoppage, lockout, or other interference with the production of work on account of such question, but such question shall be settled in accordance with the following Grievance Procedure:

- STEP I. The Employee affected, the Union or the Steward, shall reduce the question in writing on the form furnished by the Union within five (5) working days of its occurrence. The Employee, the Union, or the Steward shall then take up the question with the Employer or his designated representative and attempt to resolve the Grievance.
- STEP II. Failing satisfactory adjustment of the Grievance in Step I, the Grievance shall then be discussed within a further period of five (5) working days between the Business Manager of the Local Union or his designated representative, the Steward, and the Employer in an attempt to resolve the Grievance.
- STEP III. Failing satisfactory adjustment of the Grievance in Step II, the Grievance shall be discussed within a further period of ten (10) working days between a representative of the District Council and the Employer in an attempt to resolve the Grievance.

Section 2. Either Party may refer the question involved to arbitration by written notice to the other Party within ten (10) working days from the discussion between the Employer and a representative of the District Council. When such written notice is given, the Employer and the Union shall seek to agree upon an Arbitrator. If they fail to agree within five (5) working days from the date of said written notice, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) persons

qualified to act as an Arbitrator, from which list they shall alternately strike until one (1) remains. The person whose name remains shall be appointed to serve as Arbitrator.

Section 3. The Arbitrator may interpret the Agreement and apply it to the particular case presented to him but he shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement.

Section 4. Arbitration is the exclusive means of settling disputes arising under this contract and the Arbitrator's decision shall be final and binding on all parties concerning the question involved.

Section 5. The expense and fees of the arbitrator shall be borne by the Parties to this Agreement as follows:

That the cost involved, with the exception of attorney fees, will be shared equally by the Employer and the Union.

Section 6. During the operation of the grievance procedure there shall be no lockout, slowdown or work stoppage, and/or other interference with the work.

Section 7. Grievances not presented in writing within five (5) working days of the date of occurrence, as provided for under Step I of the established Grievance Procedure shall be deemed waived.

Section 8. Time For Grievance Meetings. In an effort to maintain regular production of work, Grievance meetings after Step II shall be held during non-working hours, if possible. If, however, such meetings are held during working hours, all Bargaining Unit Employees involved in such meetings will be compensated by the Employer for all working hours that they are involved in such meetings.

## ARTICLE VI

### WORKING HOURS AND OVERTIME

Section 1. Working Hours. Ten (10) consecutive hours worked between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a day's work, excluding lunch period. Employees starting time will be established by the Employer and shall be changed only with seven (7) days prior notice. Forty (40) straight time hours shall constitute a normal week's work, Monday through Thursday. Time worked before the established starting time or after the established quitting time and after ten (10) hours in any one day, and/or forty (40) straight time hours in any one week, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. Employees shall receive the rate of one and

one-half (1 1/2) times the regular rate of pay for all hours worked on Friday and Saturday.

Section 2. Sundays. Work performed on Sunday shall be paid for at the rate of two times (2x) the regular rate of pay.

Section 3. Holiday Pay. All work performed on a Holiday will be paid at the rate of two times (2) the regular rate of pay plus ten (10) hours straight time for the Holiday. Holiday pay rates will apply for hours worked between 12:01 A.M. and 11:59 P.M. on the designated holiday.

Section 4. Reporting Time. Any Employee not advised by quitting time that there will not be any work for him on the following working day, shall receive two (2) hours at his regular rate of pay for reporting. All Employees reporting for work, and being started to work, shall be compensated for not less than five (5) hours of work at the regular rate of pay. Employees requesting to leave early on rain days will be paid actual hours worked. Employees performing five (5) hours of work or more, shall receive ten (10) hours pay at their regular rate of pay. Work performed on Friday, Saturday, Sunday or Holidays will be paid at a minimum of five (5) hours or actual hours worked over five (5) hours, excluding Employees on emergency call.

Section 5. Advance Notice of Overtime. If Employees are to work overtime on any given day, advance notice of overtime work must be given by 12:00 noon. Notice of Friday, Saturday, Sunday and/or Holiday overtime work must be given two (2) days in advance of the overtime work day. Exception to this will be emergency situations.

Section 6. Assignment of Overtime. The following procedure will be used to distribute overtime among Employees who are qualified to perform the work:

a. A monthly overtime list will be posted by Employer one (1) week prior to the first day of each calendar month. Any Employee wishing to be considered for overtime work for said calendar month must sign said overtime list prior to the first day of said calendar month. By signing said overtime list, said Employee shall work overtime when requested during said calendar month. In case of an emergency, such as a storm or snow fall any Employee must work overtime when requested. On snow shifts Employees sent home half way through the normal work day (for call back later in the day) will be paid at least ten (10) hours straight time.

b. Extra overtime not scheduled, such as work following the regular shift on a continuing project, shall be performed by those Employees who have been performing this work on the shift. When a Crew is performing extra overtime work and not all Crew Members are required, the work will first be offered to the Employees who have worked the least amount of overtime.



c. Overtime is to be distributed as equally as possible.

d. All overtime distribution will be by classification seniority; mandatory overtime will be on a reverse seniority basis within classification. The distribution of overtime will be on a rotating seniority basis within each specific sub-classification, as listed above.

Section 7a. Emergency Men or Additional Men Needed. Notwithstanding any other provisions in this article, whenever an emergency man is called out during a time other than his regularly scheduled work day, he shall be compensated for not less than two (2) hours of work.

Section 7b. Any Employee that will miss the next day's regular shift due to mandatory snow removal teams on the previous night shift will be paid no less than four (4) straight time hours for the missed day shift.

Section 8. Call Back. Any Employee, other than an Emergency Man, who has worked normal shift, clocked out and left the work place, and who is later called out shall be compensated for not less than two (2) hours of work.

Section 9. Lunch Periods. The Employees covered by this Agreement shall receive a thirty (30) minute uninterrupted lunch period scheduled as near the middle of the work shift as possible. The thirty (30) minutes will be non-paid by the Employer. A second thirty (30) minute lunch period will be provided at the Employer's expense for any Employee working over twelve (12) hours per day. Employees must obtain permission from Supervision, if they leave the work site during lunch breaks.

Section 10. Break Periods. The Employer shall grant the Employees covered by this Agreement two (2) fifteen (15) minute break periods; one being provided between the third and fourth hour of the shift and another between the seventh and eighth hour.

Section 11. Supervision hours only may be determined by management Monday 6:00 a.m. through Friday 6:00 p.m. Hours will be changed only with seven (7) days prior notice.

Section 12. Office Manager and Secretary Working Hours & Overtime.

1. Overtime worked can be compensated at additional time off with one hour worked earning one-and-one half hours time off, to be taken at the discretion of the Employee with 48 hours notice. No more than 120 hours may be accumulated. Upon termination for any reason, the Employee will be paid for all unused compensation time. The Employee may also opt to

be paid for overtime worked, under the same provisions covering other workers covered by this contract.

2. Employees starting time will be established by the Employer and shall be changed only with seven (7) days prior notice. Normal working hours will be 8 consecutive hours between 7:00 A.M. and 4:00 P.M., or 10 consecutive hours between 6:00 A.M. and 6:00 P.M. Monday through Friday, with a paid one-hour lunch.
3. The Office Manager, Secretary, and Lead Foreman will accrue leave at the same rate as specified for all other workers in this contract, based on their total years of City employment equaling seniority years.
4. Office Manager, Secretary, and Lead Foreman classifications will not be bid jobs.

## ARTICLE VII

### FUNERAL LEAVE

Section 1. When it is necessary for an Employee to be absent from work because of the death of a member of the Employee's immediate family, the Employee will be allowed a paid leave of absence for a maximum of three (3) consecutively scheduled regular work days at the Employee's regular rate of pay, exclusive of shift and overtime premium pay. The Employee shall designate the length of the leave requested and the date upon which it is to commence, provided that the day of the funeral (which the Employee must attend) shall fall within the period of the leave. Upon a request of the Employee, an additional three (3) days leave, without pay, will be granted.

Section 2. For the purpose of Section 1 of this Article, "immediate family" shall mean: mother, father, brother, sister, daughter, son, spouse, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law, aunt, uncle, step-mother, step-father, or step-children.

Section 3. Whenever an Employee is absent from work on funeral leave he shall submit and sign a certificate of attendance at funeral services provided by employer on the date of his return to work.

## ARTICLE VIII

### PAID HOLIDAYS

Section 1. The Union and the Employer agree to recognize certain Holidays as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Election Day (May)
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Employee's Birthday

Birthdays may be taken on any day within the week in which the Employee's birthday falls. Saturday birthdays apply to previous week. Sunday birthdays apply to following week. Forty-eight (48) hours notice must be given for taking Employee's Birthday off.

Employees covered by this Agreement shall receive a full day's pay (8 hours) at the regular rate of pay for said Holidays. To be eligible for Holiday Pay, an Employee must have completed his probationary period prior to the Holiday and must have worked their last scheduled full work day before and their first scheduled full work day after the Holiday, and, if directed to work, to report for work on the Holiday and must have worked the number of hours required of him on the Holiday. If an Employee is sick the day before and the day after a scheduled holiday, the Employee shall supply the company with a doctor's notice to receive their Holiday pay. Employees on lay-off must have worked at least one (1) day in the month in which the Holiday falls to be eligible for Holiday Pay.

Section 2. In the event any of the designated Holidays fall on Saturday, the preceding Friday shall be recognized as the Holiday as so determined by the Employer at the start of each calendar year. In the event any of the designated holidays fall on Sunday, the following Monday shall be recognized as the Holiday as so determined by the Employer

at the start of each calendar year. Holiday Pay will be computed for that week in which the Holiday was observed.

Section 3. No work shall be performed on Labor Day except as a result of emergency.

## ARTICLE IX

### VACATION PERIOD

Section 1. All Employees having one (1) year of seniority shall receive one (1) week's vacation with forty (40) hours pay at the regular rate of pay.

Section 2. All Employees having two (2) years seniority , but less than five (5) years seniority with the Employer, shall receive two (2) weeks vacation with eighty (80) hours pay at the regular rate of pay stipulated herein.

Section 3. All Employees having five (5) years seniority but less than fifteen (15) years seniority will earn vacation pay as listed below.

- 5- 6 years = 3 weeks
- 7- 8 years = 3 weeks plus one day
- 9-10 years = 3 weeks plus two days
- 11-12 years = 3 weeks plus three days
- 13-14 years = 3 weeks plus four days

Section 4. All Employees having fifteen (15) years seniority but less than twenty (20) years seniority with the Employer, shall receive four (4) weeks vacation with one hundred sixty (160) hours pay at the regular rate of pay established herein.

Section 5. Only Employees having twenty (20) years or more seniority with the Employer shall receive five (5) weeks vacation with 200 hours pay at the regular rate of pay established herein.

Section 6. Vacation Schedule.

- a) The Employer shall each year post a vacation schedule prior to the beginning of said calendar year.
- b) Eligible Employees shall select their vacation period in accordance with seniority, desire and preference of the Employee, provided, however, that

Employees may not change scheduled vacation periods after January 31st of the calendar year except as otherwise provided in this Section 5 of Article IX of the Agreement.

- c) A vacation period is defined as a calendar week starting on Sunday 12:01 A.M. and ending on Saturday 11:59 P.M.
- d) No more than three (3) Employees may take vacation during a particular vacation period.
- e) An Employee may change vacation period provided that the new desired vacation period is not filled or Employee submits written agreement to change by Party already scheduled for said vacation.

Section 7. When any of the Holidays designated in Article VIII, Section 1 of this Agreement falls within an Employee's vacation period, such Employee shall receive an additional day off with pay on the first day after his vacation ends or, an additional day off with pay prior to the start of his vacation.

Section 8. In the event an Employee, who is eligible for paid vacation is terminated, or leaves his employment of his own accord or retirement, he shall receive his vacation pay at the time his employment is terminated on a pro-rata basis of one-twelfth (1/12) of the total amount of the year for each month he has worked.

Section 9. Vacation pay will be paid prior to Employee taking vacation.

Section 10. Provided Employee has earned vacation pay, vacation days can be used one day at a time with a 48 hour notice (Emergency situation can be granted by Employer).

Section 11. Unused vacation earned after Employee's anniversary date can be rolled into sick leave pay accumulated as outlined in Article X Section 1.

## ARTICLE X

### SICK LEAVE PAY

Section 1. Employees in the Bargaining Unit shall be entitled to nine (9) days sick leave per year as provided below after completing a ninety (90) day period of employment with the Employer after hire, or ninety (90) days after recall. Sick leave may be taken at any time required during the sick leave year. Unused sick leave may be accumulated up to a total of one hundred (100) days. Unused sick days over the accumulated thirty (30) days can be paid for by the Employer the first pay period in December, at the Employee's

request, not to exceed twelve (12) days in any one year. Unused sick days will be paid for by the Employer upon termination of employment for any reason.

Section 2. An Employee's sick leave year is the period of time from the original date of hire to one (1) year hence, and subsequent yearly periods with the exception that periods of such lay-off will reduce sick leave on a pro-rata basis for the time of such lay-off.

Section 3. Employees qualifying as specified above shall be entitled to sick leave with pay during each sick leave year, excluding periods of lay-off as set forth above. Pay for one (1) day's sick leave is defined as pay for eight (8) hours at the Employee's regular rate of pay effective at the time sick leave pay is due.

Section 4. One (1) sick day will be granted January 1<sup>st</sup>, May 1<sup>st</sup> and September 1<sup>st</sup> of each year. Additional sick leave will be earned on a pro-rated basis using two (2) months worked equaling one (1) sick day.

Section 5. If an Employee is off work due to illness for three (3) or more days, they must obtain a doctor's excuse.

Section 6. Any Employee caught working another job during their regular scheduled working hours, who is drawing sick leave pay, is subject to discharge.

Section 7. A sick day may be used only as a result of illness.

## ARTICLE XI

### SAFETY PROVISIONS

Section 1. The Employer and the Union agree that all work performed by the Employees shall be in strict conformance with the State and Federal Safety Rules and Regulations and Employees shall be required to conform to said rules. It is further agreed between the Parties to this Agreement that in the event the Employer does not comply with such Federal and/or State Statutes and Regulations, after an unsafe condition in violation of such statutes and regulations is brought to the Employer's attention and is not corrected as quickly as reasonably possible after the determination of the violation is made, it shall not be considered a violation of this Agreement if a work stoppage occurs.

Section 2. No Employee shall be compelled to use equipment that is not safe to operate.

Section 3. In the event it becomes necessary in the performance of an Employee's duties for the Employee to need safety equipment, the Employer will furnish such equipment. The Employer shall purchase and distribute such necessary equipment to the Employees

by a check-out system. Upon termination of the Employee's employment, the Employee shall return the equipment checked out to him. If said equipment has not been returned for other than good cause, the Employee shall reimburse the Employer for the initial cost of the equipment. Equipment and tools furnished by the Employer will be replaced by the Employer when broken or worn out if the equipment or tools to be replaced by the Employer are turned in by the Employees.

Section 4. The Employer shall provide and have on hand emergency equipment for use in the event of an accident or emergency.

## ARTICLE XII

### STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, the Union shall not authorize, instigate, aid, sanction, encourage, or condone any strike, sit-down, or other cessation of work or any slowdown. The Union and its representative will exert every effort to cause Employees who participate in such activities to cease and desist therefrom and the Union agrees that the Employer has the right to discipline or discharge any Employee causing, instigating, encouraging or participating in such activity. The Union may, however, raise through the established Grievance Procedure the issue of fact as to whether or not particular Employees caused, instigated, encouraged or participated in such activity.

Section 2. During the term of this Agreement, the Employer shall not engage in a lock-out of the Employees.

## ARTICLE XIII

### SENIORITY

Section 1. There shall be a probationary period of ninety (90) days for new Employees. Employees shall establish seniority after the first ninety (90) days of continuous employment with the Employer and, if retained thereafter, shall be placed on the seniority list as of the initial date of hiring. Until such time as an Employee has acquired seniority rights, such Employee shall be considered a Temporary Employee and not subject to any rights or privileges covered by this Agreement, except that such Employees shall receive wage rates provided in this Agreement.

Section 2. Established Seniority shall continue to accumulate during any lay-off, vacation, or authorized leave of absence.

Section 3. Seniority will be unit-wide for lay-off and recall.

Section 4. Seniority shall be lost for the following reasons:

- a.) If the Employee quits.
- b.) If the Employee is discharged and his discharge is not reversed through the established grievance procedure.
- c.) If the Employee fails to return to work within three (3) working days after being notified to report to work, unless a satisfactory reason is given for the failure to do so.
- d.) If the Employee is laid off for twelve (12) consecutive months due to lack of work and is not recalled.

Section 5. Those Employees currently on lay-off are to be rehired before any new Employees are hired.

Section 6. The Employer shall post on a Bulletin Board a Seniority List, same to be updated on a monthly basis to reflect the seniority status of all Employees covered by this Agreement. A copy of the Seniority List shall be furnished to the Local Union.

#### ARTICLE XIV

#### SAFETY CLAUSE

Section 1. It is the intention of the Parties hereto to comply with all applicable provisions of the City, State or Federal Law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by any Court of last resort and final jurisdiction. In such event, the Parties hereto may, at their option, require re-negotiation of such invalid provisions for the purpose of adequate replacement thereof, but all other provisions of the Agreement not in conflict with the foregoing shall remain in full force and effect for the full term of this Agreement.

#### ARTICLE XV

#### PAY-DAY

Section 1. All Employees will be paid for all regular and overtime hours worked every two (2) weeks on Fridays. Each Employee shall receive all amounts due to him through



the last pay period. Employees will be paid no later than quitting time on Friday at the city garage.

Section 2. Wages shall be by check or direct deposit. Each pay check shall be accompanied by a statement, listing the name of the Employee and the Employer, the date, the number of hours worked, both straight time and overtime, the monies deducted and for what purpose the deductions were made.

Section 3. When an Employee is laid off or discharged, he shall be paid immediately. When an Employee voluntarily quits, he may be required to wait until the next regular pay day for his pay.

Section 4. If the regular pay day falls on a listed holiday, the Employees shall receive their pay on the last scheduled work day preceding such Holiday.

Section 5. If the payroll is wrong, the Employer will make up a separate check the following work day before quitting time and present same to the Employee.

## ARTICLE XVI

### LUNCH ROOM, REST ROOM AND CHANGE AREA

Section 1. The Employer will furnish a suitable place which is clean, heated and lighted in which Employees can eat lunch and change clothes. The Employer will also furnish suitable restroom facilities and a place to wash up.

## ARTICLE XVII

### PERSONAL LEAVE DAYS

Section 1. The Employer shall provide six (6) personal leave days per year with pay for each Employee covered by this Agreement, not to exceed two (2) days per month.

Section 2.

- a) Only two (2) Employees will be granted personal leave days on any particular day.
- b) Personal Leave days will be granted by seniority.

c) Except in case of emergency, Employees shall give forty-eight (48) hours notice of Personal Leave Day request.

d) All unused personal days will be rolled over to unused sick days as outlined in Article X Section 1.

## ARTICLE XVIII

### REPORTING FOR DUTY

Section 1. All Employees shall report for duty at the time and place requested by the Employer and when time clocks are used for keeping a record of the time of employment. The Employees shall punch "In" on the clock at the time they report for work and "Out" on the clock immediately after being released from duty. The Employee's time shall start at the time of punching "In", or at the time the Employee has been told to report for duty, whichever is the latest, and terminate at the time of punching "Out". The responsibility for punching "In" and "Out" on time clocks shall be the Employee's alone. In case there is a reasonable excuse for the cards not being punched (such as the time clock being out of order, etc.) the Employee shall note the reason on his time card and have the card initialed by his immediate Supervisor, Superintendent, or any other person authorized by the Employer to do so. In any event, the Employee's time shall be computed on the basis of the time card received.

## ARTICLE XIX

### UNIFORMS

Section 1. The Employees shall be furnished suitable uniforms and the cost of such shall be borne by the Employer.

Section 2. The Employer shall furnish safety equipment and the cost of such shall be paid for by the Employer. The Employer agrees to pay \$135.00 of OSHA approved footwear, one pair per year, Employee's choice of insulated or non-insulated.

## ARTICLE XX

### JURY DUTY

Section 1. Any Employee in the Bargaining Unit, who has been selected for Jury Duty or subpoenaed as a witness in a Court Trial shall be paid fully for all earnings lost from regularly scheduled work due to such service, less any amount from pay he may have received through the Courts for such service.

Section 2. The Employer agrees to pay the Employee weekly while involved in Jury Duty. After completion of Jury Duty, upon receipt of payment from the Courts, the Employee agrees to sign over to the Employer the check received for said Jury Duty.

Section 3. Upon return to work from Jury Duty or subpoena as a witness, an Employee must furnish a copy of Jury Duty notice and/or copy of subpoena as witness to Employer.

## ARTICLE XXI

### SUB-CONTRACTOR

Section 1. It is hereby agreed and understood that the Employer will not sublet any work on site that is normally performed by Employees covered by this Agreement. Exception to this will be emergency situations.

## ARTICLE XXII

### GROUP HEALTH INSURANCE

Section 1. Commencing January 1, 2017, the City of Terre Haute will pay for and on behalf of each full time, permanent Employee, an amount equal to Eighty Percent (80%) of the annual premium for Health and Hospitalization Insurance, available without restrictions to each Employee, under prevailing group insurance rates as a term and provision of this Agreement. Employee shall be responsible for the remaining Twenty Percent (20%) of the annual premium for Health and Hospitalization Insurance, available without restrictions to each Employee, under prevailing group insurance rates as a term and provision of this Agreement. The City's obligation hereunder shall be to assume and pay an amount equal to Eighty Percent (80%) of the group Health and Hospitalization Insurance charged on a single, employee + spouse, employee + children or a family plan, such as individual Employee may individually elect to be covered under. A new Employee must be in the employment of the City of Terre Haute for 31 days to be eligible for said payment. Employees electing coverage for Health and Hospitalization Insurance before the 31 day period will cover the cost at their own expense, based upon the standard City rate for Employees.

Section 2. The City of Terre Haute will provide to each full time, permanent Employee, dental insurance coverage. The City will pay Seventy Percent (70%) of the costs of such coverage. Employee shall be responsible for the remaining Thirty Percent (30%) of the costs of such coverage. A new Employee must be in the employment of the City of Terre Haute for 31 days to be eligible for said payment. Employees electing dental insurance coverage before the 31 day period will cover the cost at their own expense, based upon the standard City rate for Employees.

## ARTICLE XXIII

### JOB-POSTING AND BIDDING

Section 1. Job assignments will remain the same as they are at the present time. The Union and the Employer agree that the Employer shall post any new job openings. Job openings shall be posted on the Bulletin Board for twenty-four (24) working hours and Employees shall be permitted to bid on the job according to seniority. In all cases, the successful bidder shall be qualified to perform the job. However, if the Employee is promoted to a higher rated job and cannot perform the duties of that job, he shall be returned to his original job without loss of seniority. The qualifications of any Employee shall be determined by the Employer, subject to the Grievance Procedure. However, such Employee shall be given a minimum of three (3) days on the job to prove his qualifications. If successful in bidding, bidder must stay on job awarded at least ninety (90) working days. The Employer must make a determination and award permanent assignment within twenty (20) working days on said job assignment.

## ARTICLE XXIV

### WAGE RATES AND CLASSIFICATIONS

Classification	<b>Effective <u>1/1/17</u></b>	<b>Effective <u>1/1/18</u></b>	<b>Effective <u>1/1/19</u></b>
Lead Foreman	\$23.09	OPEN	OPEN
Office Manager	17.10	OPEN	OPEN
Secretary	16.61	OPEN	OPEN
Working Foreman	19.47	OPEN	OPEN
Mechanic Foreman	19.59	OPEN	OPEN
Mechanic	19.33	OPEN	OPEN
St. main. Worker #1 (over current H.E., CDL req.)	18.32	OPEN	OPEN
St. main. Worker #2 (over current L.E., CDL opt.)	17.91	OPEN	OPEN

This agreement will automatically open for discussion of the wage rates in November of 2017 and for wage rates and Health Care cost in November of 2018.

Those classified as Heavy Equipment Operators, Sign Crew and Emergency Man will be Street Maintenance Worker I. Laborers, Light Equipment and Light Truck classification will be Street Maintenance Worker II.

The following equipment assignments will be made by seniority bid (St. main Worker #2 will not be eligible to bid these assignments) and those bidding onto the equipment will receive \$.50 / hr. premium pay over base rate. Others may be temporarily assigned to operate bid equipment at base rate plus \$.50 when bid operator is unavailable, with the assignment of temporary operators at the sole discretion of management.

- Back Hoe
- Water Truck
- Street Sweepers
- Front-end Loader
- Bucket Truck
- Sign Crew
- Grader
- Brush Chipper
- Emergency Man
- Tool Room Clerk
- Boom Mower
- Thermo/Paint Machine

Classification and bid assignments will remain as are in effect 12/31/09.

Section 2. Wage rates negotiated above effective 1-1-2017 must be approved by the Common Council of the City of Terre Haute for each respective budget year.

Section 3. When any Employee or Employees work in two (2) or more Classifications during the period of the first half of the shift, he or they shall receive the wage rate of the highest Classification for such period and an Employee or Employees working in two (2) or more Classifications during the second half of the shift shall receive the wage rate of the highest Classification for such period.

Section 4. If permanently assigned to a higher Classification and the Employee is temporarily assigned to a lesser Classification, the higher classification will be paid.

Section 5. Temporary Assignments. The Employer may assign an Employee to a temporary classification for a maximum of fifteen (15) consecutive days. This temporary

assignment will be used only in the cases of vacation, absence, sick or personal days off of the permanent Employee.

Section 6. Tool Allowance. Mechanics will be allowed a \$600.00 per year tool replacement allowance, mechanics must give Employer receipts for reimbursement of replacement or new tools.

Section 7. Lead Foreman classification will be a position that is available to be applied for through the City's Human Resources Department and applicants must meet the following qualifications:

1. Applicants must be able to read and understand manuals, specifications, business correspondence and other written material pertaining to day-to-day control of the work.
2. Applicants must be prepared to assume full operational control of the Department during absence of the Commissioner.
3. The Lead Foreman is expected to maintain a presentable appearance and to demonstrate the ability to communicate calmly and effectively with the City officials and the public.

Section 8. Longevity Pay

<u>Years in Service</u>	<u>Longevity Pay</u>
5-9 Years	\$125 per year
10-14 Years	\$150 per year
15-19 Years	\$175 per year
20-24 Years	\$200 per year
25 Years and up	\$225 per year

Above is to be paid in first pay period in December.

## ARTICLE XXV

### BREAKDOWN OF EQUIPMENT

Section 1. There will be no dockage of pay due to a breakdown of equipment.

ARTICLE XXVI  
PHYSICALS

The Employer will pay the expense of CDL physicals required of Employees. The physical will be performed by a physician designated by the Employer. Employees choosing to visit a physician other than the physician designated by the Employer will be reimbursed only the cost of the Employer's designated physician. Employees not passing CDL/physicals because of a medical problem will be given 90 days to correct problems and obtain a good CDL/physical.

ARTICLE XXVII  
PENSION PLAN

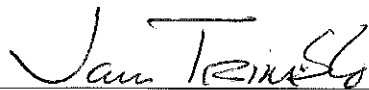
Section 1. All Employees covered by this Agreement shall be afforded the opportunity to participate in the present Pension Plan provided to all other City Employees.

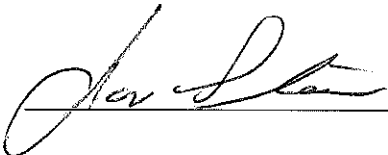
ARTICLE XXVIII  
DURATION

THIS AGREEMENT shall be in full force and effect from January 1, 2017 through December 31, 2019. In case either Party to this Agreement wishes to change the Agreement, at least sixty (60) days notice and not more than ninety (90) days notice, must be given to the other Party prior to the expiration date. In case no such notice is given by either Party, this Agreement shall continue in effect from year to year until such notice is given at least sixty (60) days prior to the anniversary date.

PARTY OF THE FIRST PART

CITY ADMINISTRATION, CIVIL  
CITY OF TERRE HAUTE, INDIANA  
ITS BOARD OF PUBLIC WORKS  
AND SAFETY

  
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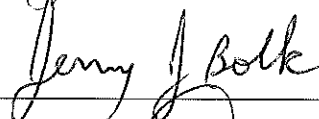
  
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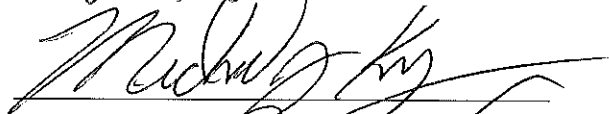
  
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PARTY OF THE SECOND PART

LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
STATE OF INDIANA DISTRICT  
COUNCIL, for and on behalf of  
LOCAL UNION #204,  
TERRE HAUTE, INDIANA

  
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