



City of South Bend Legal

Memorandum

To: Board of Public Works, Theresa Heffner, Michael Schmidt
From: Jenna Throw, City Attorney
Subject: Collective Bargaining Agreement with Teamsters Local 364
Date: October 1, 2024

The Collective Bargaining Agreement before you at the October 8, 2024 Board of Public Works meeting sets forth an agreement between the City and the Teamsters Local 364, effective from January 1, 2025 through December 31, 2028, reached following collective bargaining throughout the summer of 2024.

I served as the lead negotiator throughout the bargaining process, along with representatives from administrative departments and departments employing Teamsters throughout the City. Changes to the Master Agreement primarily included language changes to improve clarity and efficiency in operations, include incentivization for employees to build a sick time bank, and clarify the safety eyeglass reimbursement process. Changes to Supplemental Agreements were highly work group specific and were the result of individualized conversations regarding the unique characteristics of each work group's needs.

Wage increases for Teamsters employees reflected in the contract will be heard by the South Bend Common Council's second and third reading of a forthcoming Substitute Teamsters Salary Ordinance on October 14, 2024, so we ask that the Board approve this contract subject to the Council's approval of the wages at its upcoming meeting.

I will be present at the October 3rd Agenda Review meeting and the October 8th meeting for any questions.

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Accountability
Innovation
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Empowerment**

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AGREEMENT
BETWEEN
THE CITY OF SOUTH BEND
AND
TEAMSTERS
LOCAL UNION NO. 364



January 1, 2025 through December 31, 2028

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SUPPLEMENTAL AGREEMENTS

SUPPLEMENTAL
REFERENCE

DEPARTMENT OF VENUES PARKS & ARTS

APPENDIX 1

GREEN

Golf Course Work Group
Maintenance Work Group
Recreational Centers Work Group
Skilled Trades Work Group
Tree Crew Work Group

DEPARTMENT OF ADMINISTRATION AND FINANCE

Internal Services

APPENDIX 2

RED

Equipment Services Work Group
Building Maintenance - SBPD

DEPARTMENT OF COMMUNITY INVESTMENT

APPENDIX 3

BROWN

Neighborhood Services

NEAT Crew Work Group

DEPARTMENT OF PUBLIC WORKS

1. Utilities: Water Works

APPENDIX 4

BLUE

Construction & Maintenance Work Group
Billing and Accounts Work Group
Meter Work Group
Water Treatment Work Group

2. Neighborhood Services

APPENDIX 5

GRAY

Solid Waste Work Group

3. Utilities: Wastewater

APPENDIX 6

GOLD

Organic Resources Work Group
Wastewater Work Group

4. Infrastructure

APPENDIX 7

ORANGE

Streets Work Group
Traffic & Lighting Work Group
Sewers Work Group

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**AGREEMENT BETWEEN THE CITY OF SOUTH BEND
AND TEAMSTERS LOCAL UNION NO. 364**

THIS AGREEMENT is made and entered into by and between the **City of South Bend, Indiana**, hereinafter called the “**Employer**,” and **Teamsters Local Union No. 364**, affiliated with the International Brotherhood of Teamsters of America, hereinafter called the “**Union**”. Said parties agree as follows:

ARTICLE 1

PURPOSE AND RECOGNITION

A. This Agreement has been entered into by and between the parties in a mutual and voluntary effort to promote and establish sound labor relations.

B. The parties hereto, recognize and agree that the Teamsters Local Union 364 is, and will continue to be, the exclusive Bargaining Unit for all non-sworn, organized operational unit Employees.

C. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of Employees covered by this Agreement.

D. This Agreement shall apply to the Employees represented by the Union in the following Departments and Divisions of the City of South Bend. It is recognized that job assignments may apply to various Work Groups within the City of South Bend as may be deemed necessary by management. For efficiency sake and operational quality, it is understood and agreed that Employees may be directed to work outside of their Work Group from time to time. If the need for more manpower arises before a shift begins, the Employer shall offer the move to the most senior qualified Employee. The most senior qualified Employee has the option to transfer that offer to a less senior qualified Employee. If no one accepts the offer, the least senior qualified Employees shall fill the job.

If the need for additional manpower arises after a shift begins, any and all necessary qualified Employees will work outside his or her Work Group. The following is a listing of the Departments, their respective Divisions and Work Groups:

	<u>SUPPLEMENTAL</u>	
	<u>REFERENCE</u>	
DEPARTMENT OF VENUES PARKS & ARTS	APPENDIX 1	GREEN
<i>Golf Course Work Group</i>		
<i>Maintenance Work Group</i>		
<i>Recreational Centers Work Group</i>		
<i>Skilled Trades Work Group</i>		
<i>Tree Crew Work Group</i>		
DEPARTMENT OF ADMINISTRATION AND FINANCE		
Internal Services	APPENDIX 2	RED
<i>Equipment Services Work Group</i>		
<i>Building Maintenance - SBPD</i>		
DEPARTMENT OF COMMUNITY INVESTMENT	APPENDIX 3	BROWN
Neighborhood Services		
<i>NEAT Crew Work Group</i>		
DEPARTMENT OF PUBLIC WORKS		
1. Utilities: Water Works	APPENDIX 4	BLUE
<i>Construction & Maintenance Work Group</i>		
<i>Billing and Accounts Work Group</i>		
<i>Meter Work Group</i>		
<i>Water Treatment Work Group</i>		
2. Neighborhood Services	APPENDIX 5	GRAY
<i>Solid Waste Work Group</i>		
3. Utilities: Wastewater	APPENDIX 6	GOLD
<i>Organic Resources Work Group</i>		
<i>Wastewater Work Group</i>		
4. Infrastructure	APPENDIX 7	ORANGE
<i>Streets Work Group</i>		

ARTICLE 2
DEFINITIONS

A. SPECIFIC DEFINITIONS

1. **“Agreement”** shall mean the “Agreement Between the City of South Bend and Teamsters Local Union No. 364” effective January 1, 2025 through December 31, 2028.
2. **“Bargaining Unit”** shall mean members of Teamster Local Union No. 364, affiliated with the International Brotherhood of Teamsters who are employed by the City of South Bend.
3. **“Benefit Waiting Period”** is the period of time during which an Employee is not eligible to receive City benefits, including but not limited to health insurance, life insurance, dental or vision insurance, a Flexible Spending Account, and all other benefits, usually during an Introductory Period of employment. The Benefit Waiting Period may be different for each specific benefit and is subject to state and federal laws and regulations governing each such benefit.
4. **“Call-back”** is a period of time when an Employee is off-duty and called back to work.
5. **“City”** shall mean Civil City of South Bend, Indiana, a political subdivision of the State of Indiana.
6. **“City-wide Holiday”** shall mean a holiday that is recognized by the Employer and approved by the Board of Public Works for all non-sworn City employees including Employees covered by this Agreement.
7. **“City-wide Seniority”** shall be computed from the date of the Employee’s most recent date of hire with Employer, the City of South Bend.
8. **“Classification”** means any grouping of Employees with similar job duties and with the

same rate of pay, as listed and grouped together in this Agreement.

9. **“Department”** shall mean the City of South Bend Department of Venues Parks & Arts, the City of South Bend Department of Administration and Finance, the City of South Bend Department of Community Investment, and the City of South Bend Department of Public Works.

10. **“Departmental Seniority”** shall mean the Employee's most recent date of hire within a Department as set forth in ARTICLE 1 (D) in which he or she is presently employed, unless expanded in the Supplemental.

11. **“Division”** shall mean the following branches of the Department of Public Works: (i) Division of Environmental Services; (ii) Division of Equipment Services; (iii) Division of Streets; (iv) Division of Water Works.

12. **“Emergency”** shall mean fire, flood, windstorm, casualty or other extraordinary emergency, including mechanical failure of any part of a building or structure, and where the health, safety or welfare of the public or the necessary governmental operations are endangered by such loss or damage. It is not the intent of the Employer to circumvent the collective bargaining agreement in the application of this term.

13. **“Employee”** shall mean a person employed by the Civil City of South Bend who is working in the Departments, Divisions and Work Groups subject to this Agreement.

14. **“Employer”** shall mean the Civil City of South Bend, Indiana.

15. **“Exclusive Bargaining Unit”** shall mean Teamsters Local No. 364, the only Bargaining Unit recognized by the City for non-sworn organized Employees.

16. **“Family Medical Leave”** is a leave requested by the Employee and approved by Human Resource Department under the Personnel Policies and Procedures of the City of South Bend in accordance with the Family Medical Leave Act, as amended from time-to-time.

17. **“Flexible Spending Account”** is a City-paid medical reimbursement benefit that may be used towards deductibles, co-payments and/or any medical expenses not covered under the City’s health insurance plan.

18. **“Floating Holiday”** shall mean a day of the Employee’s choosing taken upon approval of the Employer as provided in ARTICLE 6.

19. **“Full-time Employee”** are those Employees who are not seasonal or in a Part-Time status and who are regularly scheduled to work the City of South Bend’s full-time scheduled, forty (40) hours per week, or a reduced full-time schedule of thirty-two (32) hours or more per week excepting that solely for purposes of qualification for health care under the federal Affordable Care Act ("Act), the definition of a “Full-time Employee” shall be the equivalent of that which is provided in the Act, and this Agreement shall not be construed to be in conflict with the Act.

20. **“Holiday Pay”** means pay received by an Employee for work performed on a City Holiday as set forth in ARTICLE 6.

21. **“Introductory Employee”** is an Employee who has been recently-hired or has been assigned to a full-time job classification and has worked at the same for less than sixty-one (61) calendar days while demonstrating an ability to perform a job before being considered for permanent employment, and may be terminated at any time for unsatisfactory job performance, or for disciplinary reasons.

22. **“Introductory Period”** for Employees who are subject to this Agreement means the first sixty (60) calendar days following employment or after the Employee has been assigned to a full-time job, and during such time period the Employee may be terminated for unsatisfactory job performance, or for disciplinary reasons.

23. **“Part-time Employee”** means an Employee working fewer hours than a Full-time

Employee, usually by mutual agreement and prior understanding, including those who may qualify for benefits under the Affordable Health Care Act but do not meet the definition of Full-time Employee.

24. **“Personnel Policies and Procedures”** is the Employee Handbook which contains the policies and procedures which are followed by all City Employees and all City departments describing and directing all policies and procedures for the Civil City of South Bend.

25. **“Plan Year”** is the year period of time as defined in an insurance contract that applies to certain benefits, including, but not limited to a “Flexible Spending Account”, life insurance, or health insurance.

26. **“Probationary Employee”** is an Employee whose job performance is being evaluated as a consequence of a disciplinary action under the Employer’s progressive discipline procedures.

27. **“Probation”** means a specified period of time during which an Employee’s job performance is being evaluated as a consequence of a disciplinary action under the Employer’s progressive discipline procedures.

28. **“Reduction in Force”**, a/k/a “RIF” shall mean the elimination of jobs due to reorganization, privatization, business budgetary concerns or economic limitations incidental to Employer’s rights under ARTICLE 4.

29. **“Stand-By”** is when an Employee is on a list of Employees and in a status to be called in if necessary, under circumstances determined by the supervisor.

30. **“Temporary Employee”** means any Employee who works a full-time job as recognized by the Fair Labor Standards Act, with known limited duration of ten (10) consecutive months or less in any twelve (12) month period.

31. **“Union”** shall mean Teamster Local Union No. 364, affiliated with the International Brotherhood of Teamsters.

32. **“Work Group”** shall mean various categories of workers organized by function and operating under any of the Divisions within either the Department of Venues Parks & Arts, Department of Administration and Finance, Department of Community Investment, or the Department of Public Works.

33. **“Work Group Seniority”** shall be computed from the Employee’s most recent date of employment within a particular Work Group within a Department

B. RULES OF INTERPRETATIONS

All references to “Employees” in the Agreement shall include both sexes, and whenever the male gender is used, it shall be construed to include both male and female.

ARTICLE 3

UNION SECURITY, MEMBERSHIP, AND DUES CHECK-OFF

A. The Employer shall have the right to employ whomever it determines is fit for an available job. An Introductory Employee shall be in an Introductory Period of sixty (60) calendar days from the date of hiring and may be laid off or discharged before the expiration of said period without recourse. There will be no obligation to recall or reinstate an Employee so laid off or discharged during this Introductory Period. The Union and the Employer shall have the right to extend the Introductory Period for up to thirty (30) working days with agreement from the other party.

B. The Employer agrees that as a condition of continued employment, all present and future Employees covered by this Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters of America, the exclusive Bargaining Unit for any non-sworn organized Employees, no later than either the 61st calendar day following the beginning of their employment or the 61st day following the effective date of this clause whichever is the later. However, if membership is terminated by the Union for reasons other than the

failure of the Employee to tender the periodic dues and other fees uniformly required as a condition of retaining membership in the Union, the Employee need not meet this requirement.

C. The Employer agrees to collect from the wages due all Union Employees dues and initiation fees as prescribed by the Constitution and By-Laws of the Union, upon written authorization to the Employer from each individual Employee, and forward the same to the office of the Union. The authorization will be on forms furnished by the Union and approved by the Employer and shall be in compliance with all applicable state and federal laws.

D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

E. In the event that there is subsequently enacted collective bargaining or related state legislation with respect to labor related issues covered herein, it is understood and agreed that this Agreement and prior agreements and practices are non-precedent setting for either party with respect to any such issues that may arise under such legislation. It is further understood that in the event that the Employer is required to recognize the Union as a result of or pursuant to further enactments of a state statute requiring collective bargaining or meet and confer, the Employer shall not be grand fathered into bargaining on all issues contained herein, but shall only be required to bargain on issues required, provided that the requirements of that state statute are met.

ARTICLE 4

MANAGEMENT RIGHTS

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Employee in all of its various aspects. The Employer has the following rights to direct the work force in the manner necessary to carry out the services the City of South Bend provides

to its residents and users. Said rights retained by the Employer include, but are not limited to:

- Direct the workforce in all aspects of employment;
- Plan, organize, direct, control, review and evaluate all operations and services of the Employer;
- Determine the methods, means, organization, personnel and equipment by which such operations and services are to be conducted;
- Add to or reduce the number of Employees as may be necessary from time to time for budgetary or available work purposes or other legitimate reasons;
- To make and enforce any and all reasonable rules, regulations, and policies;
- To change or eliminate any existing methods, equipment, procedures, personnel or facilities as may be deemed appropriate from time to time;
- To discipline, suspend or discharge for just cause; and
- Comply with the expressed written agreement between the Union and the City of South Bend.

Management agrees that full-time regular employees are a vital ingredient in establishing and maintaining an effective and efficient service. During the term of this current Collective Bargaining Agreement, it is Management's intent to continue providing like services to residents of the City without restriction to its contractual right to employ part-time, temporary or seasonal workers.

ARTICLE 5
OVERTIME, STANDBY, CALL-BACK OPERATIONS
AND SHIFT DIFFERENTIAL

A. Overtime.

Nothing in this Article shall diminish the City's obligation to pay all overtime required by the Fair Labor Standards Act ("FLSA"). The first scheduled regular work day in any work cycle shall not immediately follow the last scheduled regular work day in any previous work cycle.

1. Work cycles are as follows:
 - a. Eight Hour, Five Day Work Cycle: Time and one-half will be paid for all hours worked over eight (8) hours in one day and over forty (40) hours in a

seven (7) day work cycle.

b. Ten Hour, Four Day Work Cycle: Time and one-half will be paid for all hours worked over ten (10) hours in one day and over forty (40) hours in a seven (7) day work cycle.

c. Twelve Hour, Three/Four Day Work Cycle: Time and one-half will be paid for all hours worked over twelve (12) hours in one day and forty (40) hours in in a four (4) day work cycle.

2. Overtime, Holiday pay, and premium rates shall not be pyramided. Overtime pay shall not be calculated based on a weighted average, rather, overtime pay shall be calculated at the regular rate of pay for the actual work completed at the time when the Employee exceeds forty (40) hours for the week.

3. Standby time and unpaid leaves of absence are not defined as “time worked” in the computation of overtime.

4. Employees will be allowed ten (10) personal minutes for wash-up time for the end of their shift. Equipment clean up shall be as directed by Management.

5. Overtime will be distributed by agreement in each Work Group. Overtime will be as equally distributed among Work Group Employees as possible.

6. Employees on limited duty are not eligible for overtime.

B. Standby.

An Employee will be paid the following pay for required Standby: for each 0 to 4 hours of standby time, the Employee shall be paid one (1) hour of straight-time pay.

C. Call-back.

1. When an Employee is called back to work outside of the Employee's

normal shift, the Employee shall be compensated at a rate of one and one-half (1 ½) times the Employee's hourly straight-time rate. The Employee shall be guaranteed two (2) hours of call-back work. Upon the mutual agreement of Employee and management, the Employee may be dismissed from the job site upon completion of said work and return to standby status.

2. If ordered to report to work on a scheduled day off, an Employee will be guaranteed four (4) hours' pay or work.

3. When an Employee is called in to work on call-back, the Employee must work whether the work performed is routine or related to the call-back.

4. If an Employee has an answering machine that is "on" or on voicemail when called for Call-back duty, the caller will only leave a message advising that he or she has called. No time will be allotted for a return call. The Employer will proceed to the next name on the Call-back list for purposes of work that day.

5. All Employees must have a working telephone. All Employees must give his or her current telephone number to the Supervisor of their Work Group and Human Resources Department throughout the term of this Agreement.

D. Shift Differential.

1. Shift Differential will be paid to Employees at a rate of forty-five cents (\$0.45) for each regular or overtime hour worked during a shift entitled to Shift Differential, which is defined as a normally scheduled shift starting between 12:00 noon and 5:00 a.m.

2. When an Employee who is normally scheduled for a shift entitled to Shift Differential under Article 5.D.1. is called in to work outside of his or her normal shift,

the Employee will be paid the Shift Differential rate for each hour worked, whether or not the call-in time falls within a shift entitled to Shift Differential..

3. When an Employee who is not normally scheduled for a shift entitled to Shift Differential under Article 5.D.1. is called in on a shift entitled to Shift Differential, the Employee will be paid the Shift Differential rate for each hour of call-in time worked.

4. An Employee will be paid Shift Differential only in the circumstances specifically provided in Article 5.D.1., Article 5.D.2, Article 5.D.3., or the provisions of his or her work group's Supplemental agreement.

E. Cancelled Work Day.

Employees reporting to work or permitted to come to work on a regularly-scheduled work day without otherwise having been properly notified of a canceled work day will be guaranteed two (2) hours pay or paid for actual time worked, whichever is greater. If an Employee reports to work on a regularly-scheduled work day and the City closes its operation due to emergency conditions, that Employee is entitled to a paid shift off, subject to managerial approval. This benefit is only applicable when the City declares such a day as a paid day off and does not require its non-bargaining employees to "make up" the missed time.

ARTICLE 6

HOLIDAYS

A. Each Employee shall have ten (10) Holidays per calendar year. The following ten (10) City-wide Holidays are recognized by the Employer:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving

Fourth of July

Christmas Day

Employer shall also have the right to designate any additional day(s) as a City-wide Holiday.

The one (1) remaining Holiday shall be designated as a "Floating Holiday" to be selected for use by the individual Employee subject to prior approval by the Employer with such approval based upon staffing requirements for the day requested. Employees shall have the option of utilizing their Floating Holiday on any day of the Employee's choosing during the year provided that the Employee submits a request to utilize their Floating Holiday to the Department Head or Division Manager not less than 48 hours prior to the day requested. Employer reserves the right to deny an Employee's request for use of a Floating Holiday if such request is not submitted timely, or the Work Group Supervisor believes that staffing levels will be adversely impacted by the requesting Employee's absence on the date requested.

B. Employees covered by the provisions of this Agreement shall receive Holiday Pay at their regular hourly rate of pay including any premiums for each of the ten (10) Holidays. An Employee working a five 8-hour day work cycle shall receive eight (8) hours pay for each of the ten (10) Holidays, providing he or she has worked the regularly scheduled day before and after the Holiday unless officially excused. An Employee working a four 10-hour day work cycle shall receive ten (10) hours pay for each of the ten (10) Holidays, providing he or she has worked the regularly scheduled day before and after the Holiday unless officially excused. An Employee working a 12-hour day work cycle shall receive twelve (12) hours pay for each of the ten (10) Holidays, providing he or she has worked the regularly scheduled day before and after the Holiday unless officially excused. If the Employee uses a sick day either the day before or the day after the Holiday, he or she is required to provide a doctor's slip for that day.

C. If an Employee is required to work any of the ten (10) Holidays, he or she will receive

time and one-half (½) of his or her regular hourly rate of pay for such work in addition to the Holiday Pay. Should Employee be required to work Thanksgiving Day, Christmas Day or New Year's Day, Employee shall receive two (2) times his or her regular hourly rate of pay for such work in addition to the Holiday Pay.

D. Holidays will be considered as time worked for the purpose of computing overtime.

E. Employees will be entitled to Holiday Pay if the Holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury or within the first (6) months of absence due to occupational injury.

F. Introductory Employees and Temporary Employees shall not be entitled to Holiday Pay.

G. Employees who work an unscheduled Sunday shall receive double pay for the hours worked.

H. In those years when New Year's Day falls on a Saturday, the preceding day shall be substituted as the designated holiday, and such holiday shall be treated as if it fell in the same year as January 1 of the New Year for purposes of the ten (10) designated holidays described in Section A of this Article, as also set out in Section 2-120(b) of the South Bend Municipal Code.

ARTICLE 7

GROUP INSURANCE PLAN

A group insurance plan will be provided for Employees of the City of South Bend. Each Employee within the Teamsters Union will be eligible to participate in the group insurance plan and flexible spending account, short and long term disability. Should the Employee choose to participate in the group insurance plan, his or her share of deductibles will be taken from his or her pay on a regular basis.

A. Health Insurance.

The Health insurance program provided by the Employer to the Union shall be maintained at a level of benefits not less than the level of benefits offered to every other City Employee unless mandated otherwise by state or federal law.

The contribution of the Employees shall be no greater than the contribution of all other City Employees receiving the same benefits.

B. Vision and/or Dental Plan. Employees may elect to be covered under the Employer's vision and/or dental plans. The Employees shall pay premium costs remaining after the Employer's total monthly payment. Employee premium costs will be the same for all City employees. Such Employees shall pay all increased premium costs on said vision or dental plan(s) for the duration of this Agreement, and shall pay all out-of-pocket expenses related to such coverage. The Employer's contribution shall be the same City-wide for all employees, with all premium costs and any other expenses related to said vision and/or dental plan(s), being the obligation of the affected Employee.

C. Short Term Disability. Employer shall maintain a short term disability plan for the Union Employees. Said short term plan shall be maintained and managed by the Employer in accordance with the terms of the City's short term disability policy.

D. Long Term Disability. Employer shall maintain a long term disability plan for all Teamster Employees. The long term disability plan will be maintained and managed by the Employer in accordance with the City's long term disability policy.

E. Life Insurance. Employer shall provide term life insurance coverage for each Employee in an amount of not less than the Employee's annual gross wage at no cost to the Employee.

F. Payment for Election to Leave Employer's Comprehensive Major Medical Insurance Program. Employer shall pay a rebate pursuant to City policy to any Employee who elects to leave the

Employer's comprehensive major medical insurance program to be covered by another program for which the Employer makes no contribution. This election shall not be mandatory, and the Employee who made such voluntary election may return to the Employer's comprehensive major medical insurance program, provided that the conditions of the Employer's comprehensive major medical insurance program are met (e.g. during open enrollment or upon the occurrence of a qualifying event as set forth by the City's program), and the current monthly contributions are made. In such event said Employee shall forfeit the Employer rebate.

If two (2) persons employed by the City of South Bend are married, the married couple may elect to participate in the City's comprehensive major medical program either jointly as a couple or individually. However, in the event where the married couple elects to participate in the City's comprehensive major medical program jointly, the non-participating spouse does not receive the Employer rebate as described above.

G. Health Care Insurance Committee. Employer's insurance program shall continue to be reviewed by the Health Care Insurance Committee under the direction of the City Controller. It shall be the responsibility of this Committee to review, on a regular basis, the activities of the Employer's Health Care Insurance Program. These activities, shall include, a review of health care costs and entertaining suggestions for improving health care plans, and more efficient administration of the Employer's insurance program for its Employees. If any changes are to be made in Employer's insurance program other than those changes mandated by force of law, the Employer shall first meet with and discuss the change with the Insurance Committee and the Union shall be informed not less than ninety (90) days prior to any change. Nothing in this article is intended to restrict the freedom of the Union to consult with the City Controller on health or life insurance matters.

In addition, the Union and Employer recognize that certain changes in health care and health

insurance coverage may be mandated by federal law which cannot be anticipated as of the effective date of this Agreement. Upon receiving notice of any changes required by law, Employer shall use its best efforts to provide the Union with reasonable notice of such changes and if applicable, the parties shall incorporate any such necessary changes into this Agreement by a separate Memorandum of Understanding, to be executed by the parties and then shall be attached and incorporated into this Agreement.

H. Retiree Insurance. Upon retirement as recognized by the Public Employees' Retirement Fund, Employees shall be allowed to remain on the Employer's comprehensive major medical insurance program upon payment of the full premium, inclusive of what has come to be known as the Employee's contribution and the Employer's contribution.

It is also noted herein that the Employee may elect to pay said premiums by directing the Employer to utilize the forty dollars (\$40.00) per eight hour day sick-day buy-back money for these insurance premiums until the same runs out.

I. Clinic and Wellness. The Bargaining Unit acknowledges the City's efforts to promote a healthy workforce through the City's establishment of a health clinic ("Clinic"), which is available for use by Employees and their families who opt into the City's medical insurance. Employees shall receive eight (8) hours of paid time off per year for the express purpose of visiting the Clinic. This time may not be used in any other capacity, nor shall such time be eligible to rollover. It is the Employee's sole responsibility to coordinate his or her time off through the Clinic and the Employee's manager. It is the City's intent to allow PERF eligible, retiree's from the Bargaining Unit who retire after the effective date of this Agreement, to remain eligible to use the Clinic for up to one (1) year after retirement from the City. Additional questions about the operation and use of the Clinic shall be directed towards the City's Human Resource Department.

ARTICLE 8

PENSION AND DEFERRED COMPENSATION PROGRAM

The Employer is enrolled in the Indiana Public Retirement System (“PERF”) and all Employees covered by this Agreement will be covered by the retirement plan upon registration. All Employees are mandated to join the plan on their date of hire. The plan is administered according to the 1945 Act establishing the Fund, as amended from time to time by Indiana State Law.

Pursuant to Indiana Code 5-10.2-3-2, Employees must contribute three percent (3%) of his or her compensation to PERF. The City agrees to contribute one and a half percent (1.5%) of the Employee’s required three percent (3%) contribution to PERF. Employees are responsible for the remaining one and a half percent (1.5%) contribution to PERF. This benefit only applies to Employees who are members of the Bargaining Unit as of January 1, 2025. Employees hired on or after January 1, 2025 are required to maintain both five (5) continuous years of employment with the City and five (5) years membership in the Bargaining Unit.

In addition, Employees may avail themselves to the City’s Deferred Compensation Program, a voluntary supplemental tax-deferred savings program available to all Teamster Employees. Each calendar year, the Employer will match individual contributions made by Teamster Employees to the City’s Deferred Compensation Program as follows: Fifty Cents (\$0.50) for the first One Hundred Dollars (\$100.00) that an Employee contributes; thereafter a dollar-for-dollar match up to the next One Hundred Fifty Dollars (\$150.00) that the Employee contributes. The total maximum potential contribution by the City is Two Hundred Dollars (\$200.00) per calendar year. The match payment will occur by the end of January in the year following the contribution year.

ARTICLE 9

STEWARDS

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

B. The Union shall be allowed space for a Union bulletin board on which to post notices.

C. Employees who are official representatives of the Union shall not leave their jobs or work areas for the purpose of assisting in the settlement of grievances or attending meetings with Employer representatives until prior permission has been obtained from their immediate supervisors, which permission shall not be unreasonably withheld. In no event shall the time provided for the described functions be abused.

D. The Steward may be present with the Employee at all disciplinary meetings when so requested by the Employee. The Steward, however, may not be present instead of or in the place of the Employee.

E. The Union shall provide the Employer with a list of all designated Union Stewards and alternates and other Employees who are official Union representatives. The Union shall also notify his immediate supervisor, Human Resources, and his Union work group of any Steward removed or resigned from his position. The Union shall notify the Employer of any changes which may occur.

F. The Union will receive copies of all disciplinary actions plus attachments and all job postings. The Union shall be advised when a job becomes vacant and the reasons.

G. The Chief Union Steward in each department will have super seniority in the event of layoff only. Super seniority status shall not eliminate the need for the Employee to maintain the pertinent qualifications, skills, and abilities necessary to carry out any job for which he or she may

apply.

ARTICLE 10
SENIORITY

A. Types of Seniority.

City Employees within the Bargaining Unit shall obtain seniority on their 61st calendar day of continuous, full-time employment, and such seniority shall be calculated to include the prior sixty (60) calendar days Introductory Period when successfully completed.

Department	Work Groups	City-Wide Seniority	Departmental Seniority	Work Group Seniority
Venues, Parks & Arts	Golf Course Maintenance Recreational Centers Skilled Trades Tree Crew	City-Wide Seniority date is computed from the date of the Employee's most recent hire date with the City of South Bend.	Departmental Seniority is computed from the Employee's most recent date of employment within the Venues, Parks & Arts Department.	N/A
Public Works	Water Works: -Construction & Maintenance -Customer Service -Meter -Water Treatment Neighborhood Services: -Solid Waste Wastewater -Organic Resources -Wastewater Infrastructure -Streets -Traffic & Lighting -Sewers		N/A	Work Group Seniority is computed from the Employee's most recent date of employment within a particular Work Group within the Department.
Community Investment	Neighborhood Services: -NEAT Crew			
Administration & Finance	Internal Services -Equipment Services -Building Maint - SBPD			

B. Computation of Seniority.

For purposes of computation of total length of service, time spent by the Employee on sick leave, on-the-job injury leave, FMLA leave, vacation, and military leave shall be included.

C. Loss of Seniority.

The seniority of an Employee shall terminate under any of the following conditions:

1. When a laid-off Employee fails to give notice of his intention to return to work within three (3) working days after the Employer has sent to his last known address a certified letter requesting his return to work;
2. When the Employee gives such affirmative notice but fails to return to work on the specified date and time of recall;
3. When he or she resigns his or her employment with the Employer;
4. When an Employee is discharged for just cause;
5. When an Employee is laid off for more than twenty-four (24) months;
6. When an Employee receives total permanent disability compensation; or
7. When an Employee retires and/or accepts a pension from the Public Employees Retirement Fund.

D. Loss of Departmental Seniority.

Departmental Seniority is not transferable from Department to Department.

E. Reduction In Force.

In the event of a reduction in force (“RIF”) due to reorganization, privatization, business budgetary concerns or economic limitations, the Employee will remain in layoff status for a period of twelve (12) months. However, he or she shall retain his or her seniority for a period of up to twenty-four (24) months.

F. In cases where two or more employees have the same date of hire, the tiebreaker

implemented to determine city-wide, departmental, or work group seniority shall be the first letter of the employee's last name at the time of hire and then, if necessary, the first letter of the employee's first name at the time of hire.

ARTICLE 11

LAY-OFF PROCEDURES

A. Departmental Seniority shall prevail in the lay-off of Employees. If there are no divisions within the Department as set forth in ARTICLE 1, the affected Employee may displace a less senior Employee in that Department. If there are Divisions within the Department as set forth in ARTICLE 1, the Employee affected by a RIF may displace a less senior Employee within his/her Division unless there is no less senior Employee within his/her Division, at which point he/she may displace a less senior Employee within his/her Department, all subject to the Employee's skills, qualification and abilities. Any Employee affected by a lay-off may accept the lay-off.

B. Chief Union Steward. The Union may designate a Chief Union Steward for the Department of Venues Parks & Arts and may designate a Chief Union Steward for each Work Group within the Department of Public Works, Department of Administration and Finance, and Department of Community Investment as defined in ARTICLE 1 of this Agreement. The Union shall advise the Employer in writing which Employee holds this position. The Union may change at any time whom it designates as the Chief Union Steward. However, changes which are communicated to the Employer after the announcement of a Reduction in Force shall neither deprive the previous Chief Union Steward of his or her superseniority nor cause the new Chief Union Steward to acquire superseniority as described in ARTICLE 9.

ARTICLE 12

RECALL PROCEDURES

A. Recall Roster.

In the event that an Employee is laid off, the name of that Employee will be placed on a City-wide recall roster. The roster will contain the Employee's name, address, telephone number, amount of City-wide seniority, the Department, Division and Work Group from which the Employee was laid off, the Employee's last job classification, and the Employee's qualifications.

B. Recall Procedure.

When a job becomes available in any Division or Work Group in the City covered by this Agreement and there are Employees whose names are on the recall roster, the Employee with the greatest amount of City-wide seniority who is qualified for the job shall be offered the job.

C. Employee Recall Rights and Obligations.

Employees whose names are on the recall roster may refuse to take a job in a Department, or Work Group other than the one from which they were laid off without loss of seniority. However, any Employee refusing to work a job for which he is qualified in the Department or Work Group from which he was laid off, shall be terminated.

D. Notice of Recall.

In the event of a recall, an Employee shall be given two (2) weeks' notice of recall by Certified U.S. Mail to his or her last known address. In the event that the recalled Employee fails to make it known, within three (3) working days of the receipt of the letter, to the City Human Resources Department of his or her intent to accept or reject the recall offer (as provided in paragraphs entitled ("Recall Procedure and Employee Recall Rights and Obligations")), that Employee shall lose his or her City-wide seniority and shall be terminated from employment.

E. City Records.

It is the responsibility of all laid off Employees to furnish the Human Resources Department with a current mailing address and telephone number. Any laid off Employee not doing so shall be terminated.

F. The provisions of this Article are subject to the provision of ARTICLE 3, Paragraph A, Sentence 3. If there is no qualified Employee on the Recall Roster, the City reserves the right to hire whomever it determines is fit for the available job.

ARTICLE 13

JOB VACANCIES

A. Vacant and New Positions.

When vacant positions are to be filled and when new positions are created, the same shall be posted for bid on the City's electronic posting system. Employees must use electronic systems to bid for job vacancies. In the event of a technical issue affecting citywide systems, or systems for a particular work group, job vacancies will be posted at work locations. If no Employee from that Department or Division bids and qualifies for that job opening, then the job opening shall be posted at all other Bargaining Unit work sites, at the Human Resources Department and publicly for a period of four (4) working days. There shall be a maximum of two (2) successive bids to fill vacancies caused by the initial bid. Only one (1) lateral move, (lateral move meaning a move where a person bids on a job which will not improve his or her wage scale), per Employee within a twelve (12) month period may be exercised. This provision may be waived by mutual agreement between the Employer and the Union.

Whenever a Bargaining Unit job is posted, that posting will include the shift for which the bid is opened. Any qualified individual within the Department concerned in the posting may bid into this job, including bids from one shift to another. The bid will be awarded to the most qualified individual

bidding into the posted position.

B. Bidding Priorities.

All bid jobs will be filled within two (2) weeks of the job being awarded to an Employee, with the mutual consent of the affected Departments. If the new job change cannot occur within the two (2) week period, then the successful bidder within the new job shall be paid the higher rate as between the current or new job, even if still working in a job from which he or she wished to be moved. Should the job change fail to occur within thirty (30) days of the bid being awarded, the Employee may request a review by the Department Head or his/her designee and the Union Business Agent to discuss the reason for the delay.

If there are no qualified Employees who bid for the job vacancy, the Employer may, at its option:

- a. Elect to train an Employee who has bid on the job vacancy but is not qualified; or
- b. Hire a qualified person from outside the City's employment.

In the event that the Employer determines to hire a qualified person from outside the City's employment, the Director of Human Resources shall verify to the Steward in the affected Work Group that the outside hire is qualified such that he is able to perform the essential functions of the job with minimal training.

If there are no qualified applicants for the job vacancy from either an Employee of the Bargaining Unit or from outside the City's employ, the Employer may, at its option elect to train either an Employee or an outside applicant who is not qualified. In choosing such person to train, the Employer shall consider the following factors: (i) related work experience, (ii) related training; and (iii) a demonstrated aptitude for the position.

C. Qualifications for Jobs.

Employees who are not qualified but are given an opportunity to qualify for said job shall be

allowed a reasonable qualifying time with a thirty (30) day maximum to qualify for the vacancy. Management will determine the qualifications of the Employee and will also give specific reasons resulting in disqualification. If a dispute arises from Management’s decision, the decision may be overturned after review by a majority of the Qualifications Committee, composed of an equal number of representatives of the Employer and the Union. If an Employee is disqualified, he or she shall be returned to his/her original job classification without loss of seniority. An Employee may self-disqualify within fourteen (14) calendar days from their start date in a new role in a different Work Group.

D. Promotion.

Any Bargaining Unit Employee who takes a non-bargaining unit position with Employer will have a thirty (30) day trial period before being taken off the Union seniority list. After thirty (30) days of employment, the Employee’s seniority shall be frozen for the duration of the Employee’s service in the non-bargaining position as follows:

Department	Work Groups	City-Wide Seniority	Departmental Seniority	Work Group Seniority
Venues, Parks & Arts	Golf Course Maintenance Recreational Centers Skilled Trades Tree Crew	No impact to City-Wide Seniority	Departmental seniority shall be frozen. If an employee is permitted by the Employer to return to an open job within the Department of Venues, Parks & Arts, the Employee will carry his/her total Bargaining Unit service as his/her seniority date.	N/A
Public Works	Water Works: -Construction & Maintenance -Customer Service -Meter -Water Treatment Neighborhood Services: -Solid Waste		N/A	Work Group seniority shall be frozen. If an Employee is permitted by the Employer to return to an open job within his/her previous Work Group within the Department, the Employee will carry his/her total Bargaining

	Wastewater -Organic Resources -Wastewater Infrastructure -Streets -Traffic & Lighting -Sewers			Unit service as his/her seniority date. Permission to return to a position in a Work Group other than the Employee's previous Work Group shall preserve City seniority only.
Community Investment	Neighborhood Services: -NEAT Crew			
Administration & Finance	Internal Services -Equipment Services -Building Maint - SBPD			

E. All job descriptions will be discussed with the Union Steward and Business Agent prior to being implemented. Any changes to current job descriptions will be discussed with the Union Steward and Business Agent prior to being implemented.

F. While Employer and Union both recognize the posting and bidding process as the primary process by which job vacancies are filled, Employer and Union acknowledge that from time-to-time it may be in the mutual best interests of the parties to agree to lateral transfers, subject to the concurrence of the Union's business agent, the Employer's affected Department heads and the City's Human Resource Director.

ARTICLE 14

GRIEVANCE AND ARBITRATION PROCEDURE

A. The Employer and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any Employee believes that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the Employee, within three (3) working days of the Employer's action, may invoke the provision of the Article.

In invoking the provisions of this Article, the Employee shall state with specificity how the Employer's actions violated this specific contract clause invoked in said grievance. It shall not be enough to state "unfair discharge, ARTICLE 24." The Employee must specify why he/she believes it to be an unfair discharge and what factual basis causes that belief. Any grievance lacking such specificity shall be dismissed with no further proceedings.

Failure to follow these procedures shall constitute a waiver of the Employer's or Employee's right to object or take action. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step

The aggrieved Employee shall present his or her grievance individually to his or her immediate supervisor or he or she may, if he or she prefers, present his or her grievance jointly with his or her Union Representative or solely through his or her Union Representative; the grievant and the Union Representative may, if they wish, appeal to the Division Manager. If the matter is not satisfactorily settled within two (2) working days, Saturdays, Sundays, and holidays excluded, the grievant shall complete **FORM A**, attached hereto, made a part hereof, and move to the second step within the next four (4) working days. If an individual Employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step

The Employee and the Union Representative shall discuss the grievance with the Division Manager. If the matter is not satisfactorily settled within five (5) working days after its presentation to this step, then the Employee, the Union Representative, and the Division Manager shall prepare and proceed forward to the Third Step within the next five (5) working days a signed statement specifying the grievance, the Section or Sections of the Agreement claimed to have been violated, and the remedy the Union wishes the Employer to make.

Third Step

The Employee and the Union Representative shall discuss the grievance in a more formal setting

before a Joint Grievance Committee, (hereinafter referred to “JGC”). The JGC shall be comprised of two (2) Union representatives to be appointed on a case by case basis by the Union Business Agent and two (2) City representatives to be appointed on a case by case basis by the City Attorney’s Office. There will also be a fifth representative who is an Employee of the City of South Bend, not from the Department of the Employee who brought forward the grievance. This last representative will be a person agreed upon between the Union Business Agent and the City Attorney or his designee.

No person shall participate as a JGC member in any case if such person is a witness, served as a representative of any party at any step in bringing this grievance forward or has any personal interest in the matter. The JGC shall meet to hear the grievance that has not been resolved at steps one or two of the grievance procedure. The JGC shall have the power and authority to make a final and binding decision with respect to any matter properly brought before it, but has no power to alter the agreement or, except when requested by both parties, to add to the provisions of the Union, City Agreement.

The JGC will hear only discharge or suspension cases and contract interpretation issues. At this Third Step, the City shall present its case utilizing those witnesses which it deems appropriate. The City’s case will be presented by an attorney from the City Attorney’s Office or its designee. Upon completion of the City’s presentation, the Union represented by the Union Business Agent, the Employee and any other witnesses deemed appropriate by the Union. In a grievance concerning contract interpretation the Union shall present first followed by the City. The JGC may alter such procedures and make rules and produce to ensure a fair hearing to all parties at any time. The JGC shall consider the matter presented before it and a written decision shall be rendered within five (5) days of the hearing (or longer as the JGC deems appropriate and with agreement of both sides). In cases involving discharge, the JGC may have up to ten (10) days (or longer as the JGC deems appropriate and with agreement of both sides) to render its written decision and deliver the same to the Union Business Agent and the Director of the Department from where the grievance was brought forward.

A majority decision by the JGC is final and binding upon the Union, City, Grievant, and all

affected Employees.

Written reprimands and written records of oral reprimands that are not settled in the grievance process are not eligible to be referred to the JGC. Such matters must be preserved by an Employee in a written objection setting forth the basis for the objection. The reprimand and written objection shall remain in the Employee's file and no further action shall be taken on the grievance unless the City later uses the reprimand as the basis for progressive discipline leading to a suspension or discharge. In such case, the Employee's written objection has preserved all rights to challenge the original reprimand. After one (1) year a reprimand is reduced to the next step down in the progressive discipline system but it may be retained in an Employee's file indefinitely.

[END OF PAGE]

FORM A

TEAMSTER GRIEVANCE

Name: _____

Social Security No.: _____

Address: _____

Phone No.: _____

Employee's Department: _____

Immediate Supervisor: _____

Job Title: _____ Rate of Pay: _____

Specific Contract Provision allegedly violated: _____

ARTICLE: _____ Paragraph: _____

Factual Basis for Grievance:

A. Specific Persons Involved: _____

B. When the Alleged Violation Occurred: _____

C. Where the Alleged Violation Occurred: _____

D. Specifically How the Alleged Violation Occurred: _____

E. Specifically How the Alleged Facts Point to a Violation of the Contract Terms Cited Above:

G. Redress Sought: _____

Dated: _____

Employee

Union Steward

Date

ARTICLE 15

UNIFORMS AND CITY PROPERTY

A. Uniforms.

Uniforms, to the extent they are provided to a Work Group, and personal protective equipment will be provided by the City to the Employees at no charge. Such uniform and equipment will be provided when deemed appropriate by management for identification/recognition purposes as well as the functionality and safety for a particular job. Any deviation to this Article 15 shall be provided to the Employee as set forth under the terms of the respective Department/Division Supplemental Agreements.

B. City Property.

If property is provided by the Employer and not returned at the end of employment, the Employee may be charged for the value of the property. This charge may be applied by payroll deduction on the Employee's final check. Employees shall not use uniforms or City property to represent themselves as conducting official City business when off duty.

ARTICLE 16

FUNERAL LEAVE

The City maintains a Bereavement Policy which is set out in the Employee Handbook. Employees are eligible to participate in the use of this benefit in the event of the death of a family member.

ARTICLE 17

LEAVE OF ABSENCE AND WORKERS COMPENSATION

1. Leave of Absence. An Employee may be granted a leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons agreed upon by both the Division

Manager and Representatives of the Union. The maximum leave of absence, except in cases of compulsory military service shall be thirty (30) days. Leave under the Family Medical Leave Act (“FMLA”) shall be a maximum of twelve (12) weeks pursuant to federal law and in accordance with the Personnel Policies and Procedures of the City of South Bend. Such leaves may be extended for like periods by the granting of written permission for such extensions by the Employer and the Union. During the period of absence, the Employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employee involved. Seniority shall be frozen during the leaves of absence except in cases involving military service and on-the-job injury.

An Employee on an approved leave of absence shall maintain his/her seniority (in the frozen state) for a period of up to eighteen (18) months from the commencement of the approved leave. After the eighteen (18) month period, the Employee loses his/her seniority but will be placed on a callback roster much like the Reduction In Force roster and may apply for any jobs that come open for a period of six (6) months. The Employee's benefits will be treated pursuant to the City of South Bend's Personnel Policies and Procedures.

An Employee who wishes to exercise his/her right for leave under the Family Medical Leave Act must follow the Personnel Policies and Procedures of the City of South Bend concerning leave under the Family Medical Leave Act which requires use of sick leave concurrent with the use of FMLA leave; however, it shall be the Employee's option whether to use his/her earned vacation as part of FMLA or disability leave.

2. Workers Compensation. An Employee injured due to a work-related injury incurred during the course of their employment must report the matter to their supervisor immediately upon occurrence or discovery and complete an accident report within twenty-four hours unless extenuating

circumstances exist. Failure to do so may jeopardize compensability of the claim. An Employee who is injured on the job will not be required to use earned sick leave in order to seek emergency medical care including follow-up medical care. An Employee who is injured on the job due to an action that is not due to the Employee's negligence or an action resulting in a chargeable discipline and is sent home or sent to obtain medical attention shall receive pay at the applicable hourly rate for the balance of their regular shift on that day.

An Employee who is injured due to a work-related injury that is not caused by the Employee's negligence or an action resulting in a chargeable discipline and who is returned to his/her regular duties after sustaining a compensable injury who is required by a worker's compensation doctor to receive subsequent medical treatment during his regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

An Employee who is injured due to a work-related injury that is not caused by the Employee's negligence or an action resulting in a chargeable discipline shall not have their seniority frozen, and shall continue to accrue vacation in accordance with ARTICLE 25, Sections A and B, and shall continue to earn sick leave in accordance with ARTICLE 27.

ARTICLE 18

NO STRIKES - NO LOCKOUTS

The Union agrees that it shall not cause, authorize, or take part in, either directly or indirectly, any strike, stay-in, slowdown, walkout, boycott or other stoppage, or obstruction of, or interference with, any of the Employer's businesses or operations, or picket any premises owned or operated by the Employer. In the event the provisions of this Article are violated, as determined by a Court of Competent Jurisdiction, the Employer reserves the right to:

1. Terminate this Agreement, said termination shall become effective upon delivery

of such written notice to the Union, and/or to pursue all legal remedies available for the violation of this Article, including costs in attorney's fees related thereto.

2. Pursue all legal remedies available for violation of this Article in costs and attorney's fees related thereto.

The Employer agrees that it will not cause or direct any lockout of the Employees.

ARTICLE 19

EXEMPT EMPLOYEES

Nothing contained in this Agreement shall be construed to apply to the sworn members of the Police and Fire Departments, elected officials, department heads, Division managers, supervisors, general foremen, non-bargaining clerical support, and professional employees.

ARTICLE 20

PAY DAYS

Pay will be distributed as prescribed by the *South Bend Municipal Code*. Paychecks shall be placed in sealed envelopes.

ARTICLE 21

COURT DUTIES

A. The Employer agrees to pay an Employee who serves as a juror in a legally-constituted court the difference between his or her earnings as a juror and the straight-time earnings he or she would have realized had he or she worked his or her scheduled shift. In order to be eligible for payment, Employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date

and time served and the amount of pay received. An Employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent that he or she is required to lose time from work for such examination. The examination notice is to be shown to the Employee's supervisor as soon as practicable.

B. The Employer agrees to pay an Employee who is a subpoenaed witness in a legally-constituted court the difference between the Employee's witness fees which he or she did receive or to which he or she would have been entitled and the straight-time earnings he or she would have realized had he or she worked his or her scheduled shift for eight (8) hours. In order to be eligible for payment, Employees must notify their supervisor within twenty-four (24) hours after receipt of the subpoena and must furnish a written statement from the appropriate public official showing the date and time served and the amount.

ARTICLE 22

WAGES AND JOB READINESS ALLOWANCE

A. The hourly wages which the Employer shall be obligated to pay the Employees during the term of this Agreement are those set forth by Ordinance which is on file in the office of the City Clerk, with the wages being addressed in the Supplemental Agreements attached hereto and made a part hereof.

Any Employee who is temporarily assigned to work in a higher classification will be paid a higher rate for actual time worked. During the introductory period, the Employer has the right to pay the Employee one dollar (\$1.00) per hour under the Employee's regular rate of pay.

B. Job Readiness Allowance. Each Employee shall receive a \$425.00 job readiness allowance payment during the first pay period of the year, including Employees who completed their introductory period in the previous year. New Employees who complete their Introductory Period

throughout the year shall receive a pro rata portion of this job readiness allowance payment on the first payroll following the completion of the Introductory Period. For example, if the Introductory Period is completed during the 1st Quarter of the year, Employee shall receive seventy-five percent (75%) of the job readiness allowance payment; if Introductory Period is completed during the 2nd Quarter of the year, Employee shall receive fifty percent (50%) of the job readiness allowance payment; if Introductory Period is completed during the 3rd Quarter of the year, Employee shall receive twenty-five percent (25%) of the job readiness allowance payment. Employees are free to utilize the job readiness allowance in whatever manner they deem necessary. However, Employee recognizes that it is the sole responsibility of the Employee to come to work dressed in a manner appropriate for the particular Work Group. A failure to come to work without the appropriate clothing is a disciplinable offense under this Agreement.

ARTICLE 23

SUBCONTRACTING AND PRIVATIZATION

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

B. It is understood that the Employer has the right to privatize any operations. If privatization occurs in any operations, the Employer shall:

1. Provide out-placement services when needed;
2. Work with the private operations to urge them to hire city employees; and
3. Layoff will be for a period of twelve (12) months.

4. Provide Notice to the Union not less than 60 days prior to the effective date of privatization.
5. The above procedures shall take place for all Employees in the affected operation.

ARTICLE 24

DISCHARGE OR SUSPENSION

A. The Employer shall have the right to discharge or suspend an Employee only for just cause as set forth in the Rules and Regulations of the Policies and Procedures of the City of South Bend, Indiana. Such Rules and Regulations will be submitted to the Union for comment prior to implementation.

B. At least one (1) written reprimand charged against an Employee will be in writing and a copy of the same shall be given to the Union and Employee; except that no warning notice to be given an Employee before he is discharged if the cause of such discharge is theft, dishonesty, violations of the City's anti-harassment policy, egregious mistreatment of persons, acts which present an immediate danger to the public health and safety, or recklessness while on duty, or involving City property.

C. Discharge notice will be given in writing to the Union and Employee.

D. Notice of Discipline shall be given within ten (10) working days from the date the violation was discovered for any violation to which a verbal or written warning may be levied against the Employee. Notice of Discipline shall be given within thirty (30) working days from the date the violation is discovered with the penalty of suspension or discharge be levied. Upon the supervisor's completion of an investigation of an employee's action or inaction, the employee will be notified of any disciplinary actions. Suspensions shall be served on consecutive dates with a starting date to be selected by the Employee's supervisor.

ARTICLE 25

VACATIONS

A. All Employees who were employed by the City on or before December 31, 1986, and have been employed continuously since, shall have the following schedule during this Agreement:

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
25 + years	224

B. All other Employees have the following vacation schedule during this Agreement:

<u>Length of Continuous Service</u>	<u>Hours of Vacation</u>
0-1 year	Up to 72, pro rated by month of hire
1-2 years	72
3-4 years	88
5-10 years	120
11-15 years	128
16-19 years	136
20-24 years	160
25 + years	176

C. Seniority shall prevail in the selection of the initial vacation assignment. After March 1 of each year, vacation will be assigned for that year on a first-come first-service basis without regard to seniority.

D. An Employee shall not be charged a vacation day for a paid holiday.

E. Vacations shall be taken in accordance with contract language. No more than two (2) weeks of vacation shall be taken at a time unless otherwise designated by the Division Manager.

F. Vacations shall be awarded on a calendar year basis.

G. Eight Hour Employee: Such an Employee may take a maximum of twenty-four (24) hours of vacation per year in eight (8) hour increments with sixteen (16) working hours notice being given to the Employer.

H. Ten Hour Employee: Such an Employee may take a maximum of thirty (30) hours of vacation per year in ten (10) hour increments with twenty (20) working hours notice being given to the Employer.

I. Twelve Hour Employee: Such an Employee may take a maximum of thirty-six (36) hours of vacation per year in twelve (12) hour increments with twenty-four (24) working hours' notice being given to the Employer.

J. In general, it is agreed that as much advance notice as possible will be given by the Employee to the Employer for any vacation.

K. Employees may break up (1) week of vacation into single days, subject to approval of specific vacation days by the Employer.

L. Employees may roll over up to forty (40) hours of vacation time into the next year each year.

ARTICLE 26

PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to age, sex, sexual orientation, gender identity, marital status, race, color, creed, national origin, disability, or political affiliation all as required by law. The Union shall share equally with the Employer the responsibility for applying this provision.

B. All references to "Employees" in this Agreement shall designate both sexes and all gender identities; and wherever the words his, her, their, them, Employee, Employees, and other pronouns are used said words shall be construed to include both the male and female gender and all

gender identities.

C. The Employer and the Union recognize the legal obligation to make reasonable accommodation for certain Employees with disabilities legally recognized under the applicable federal law. In such instances, the Employer will meet and discuss with the Union such accommodations and the Union agrees to cooperate with and assist the Employer in meeting such obligations. Making reasonable accommodation, as required by law or applicable regulation for a qualified Employee with a disability, will not be considered to violate or add to the rights of any other Employee under this Agreement. The Employer reserves the right, and based on its determination as to the more practical, more efficient, less costly or less disruptive alternative, to place such affected Employee(s) on appropriate existing jobs, or newly created jobs, or may reallocate or redistribute job functions to or from other jobs so that reasonable accommodations may be made for such affected Employee(s). Such acts will not violate the rights of the other Employees or entitle them to additional compensation. The Employer and an employee with a disability may agree upon a part-time or modified work schedule without violating this Agreement. If a reader, interpreter or other personal assistant is provided by or for an Employee with a disability, such reader, interpreter, or other personal assistant is excluded from the Bargaining Unit covered by this Agreement.

D. The Employer recognizes the right of all eligible Employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any Employee because of Union membership or because of lawful activity of any member acting in an official capacity on behalf of the Union.

E. The Union recognizes its responsibilities as bargaining agent and agrees to represent all Employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The

Union agrees not to intimidate or coerce any Employee in an effort to recruit membership to the Union.

F. The Union understands that its position is to carry out the terms and provisions of the mission of the Employee. The Union reserves the right, in its sole discretion and the best interest of the general membership and mission of the Employer to review each and every discipline, suspension or discharge or other grievance brought to it by the membership. The Union, in its sole discretion, has the right to drop or settle issues at any step throughout the grievance process if it is determined that it is in the best interest of the general membership to do so. By ratification of this Agreement, the Union is aware and concurs with this provision and no member shall use the same against the Union for alleged non-representation.

ARTICLE 27

SICK LEAVE AND PERSONAL LEAVE

A. All full-time non-seasonal Employees regularly working a thirty-two (32) hour work week, or more, shall accrue Sick Leave at the rate of 2.46 hours per pay period for a total of sixty-four (64) hours per year. An Employee will be eligible for Sick Leave in the amount of Eight (8) calendar days per calendar year, with pay.

Employees shall have the option of exchanging three (3) calendar days of their Sick Leave annually for use as Personal Leave subject to staffing requirements being met for the day requested and further subject to the following:

1. Employee shall submit a written request to exchange Sick Leave for Personal Leave not less than forty-eight (48) hours prior to the day requested for Personal Leave; and
2. Employer reserves the right to deny an Employee's request for use of Personal Leave if such request is not submitted timely, or the Department Head or Division

Manager believes that staffing levels will be adversely impacted by the requesting Employee's absence on the day requested.

If an Employee is out of work on Sick Leave for three (3) or more consecutive work days (including Friday and Monday), the Employee shall provide Employer with a doctor's slip in order to return to work. An Employee using more than eight (8) days of Sick Leave during a calendar year may be required to provide Employer with a doctor's slip in order to return to work.

Any Employee using Sick Leave either the day before or the day after a Holiday is required to provide the Employer with a doctor's slip in order to receive Holiday Pay. Any Employee using Sick Leave either immediately before or immediately after a vacation day is required to provide a doctor's slip.

B. Unused Sick Leave with pay shall be cumulative from year to year up to a maximum of Six Hundred (600) hours. However, as a result of the election under ARTICLE 27, Paragraph B, of the Contract in effect prior to January 1, 1990 an Employee still has in excess of Six Hundred (600) hours of accumulated Sick Leave, such Employee may utilize Sick Leave until such time as the accumulated Sick Leave has been depleted, and thereafter, cumulative Sick Leave shall be capped at a maximum of Six Hundred (600) hours.

C. To be eligible for Sick Leave, an Employee shall report to the Employer at least one (1) hour prior to the time that the Employee is scheduled to report to work. If it is known at the time, Employee may advise the Employer in advance that the Employee will be out of work on Sick Leave until after a specific date and is not required to advise the Employer again until after said date. The Employer shall post in writing for each Department a telephone number to which the Employee should report.

D. An Employee receiving Worker's Compensation for lost time benefits shall not receive

City paid Sick Leave benefits. An Employee who has been receiving Worker's Compensation and is returned to work on light duty status by their doctor shall report their light duty status to the Employer within twenty-four (24) hours by providing the City's Safety and Risk Management Manager with written notice of the light duty status that has been signed and dated by the doctor. The telephone number for the City's Safety and Risk Management Manager shall be posted for each Work Group and made available to Employees.

E. Employees shall not accrue Sick Leave until the completion of his/her Introductory Period.

F. Upon retirement, as recognized by the Public Employees' Retirement Fund, Employees shall be allowed to convert all unused, accumulated Sick Leave at fifty (50) percent of the Employee's regular rate of pay at retirement. Such monies may be paid directly to the Employee or be used to pay for extended months of insurance under the City's Group Insurance Plan as set forth in ARTICLE 7, Paragraph I.

G. The amount of hours that comprise Sick Leave or approved Personal Leave may vary. For Employees regularly scheduled to work ten (10) hours per day on a four (4) day work week, a day used for Sick Leave or approved Personal Leave shall consist of ten (10) hours. For Employees regularly scheduled to work an eight (8) hour work day, a day used for Sick Leave or approved Personal Leave shall consist of eight (8) hours. For Employees regularly scheduled to work twelve (12) hours per day on a three (3) or four (4) day work week, a day used for Sick Leave or approved Personal Leave shall consist of twelve (12) hours. An Employee, at the discretion of the Manager, may take Sick Leave or approved Personal Leave in less than a full day increment. In such case, an Employee will be charged the hours taken, but for terms of calculating the amount of Sick Leave or approved Personal Leave used, the calculation will be in terms of a fraction of the day used.

For example, an Employee who works ten (10) hour days in the summer and takes one-half (½) day or five (5) hours as Sick Leave or approved Personal Leave will be charged that amount against their accumulated Sick Leave. If that same Employee, during winter months, works an eight (8) hour day and takes a half (½) day off as Sick Leave or approved Personal Leave, the Employee will be charged for four (4) hours against their accumulated Sick Leave.

12 hours per day.....	6 hours equals ½ day
10 hours per day.....	5 hours equals ½ day
8 hours per day.....	4 hours equals ½ day

The length of a work day is based upon regular shift length and regular work hours. The regular shift length does not include overtime or standby, or any other special hours of compensation. Sick Leave or approved Personal Leave will only be paid if the requested time exists in an Employee’s Sick Leave bank.

Each individual Department and Division shall develop a written policy for the use of Sick Leave or Personal Leave and fractions of a whole day.

H. In January of each year, Employees who have exceeded Six Hundred (600) hours of Sick Time may elect to convert up to twenty-four (24) hours of Sick Leave to Reward Time Off (“RTO”). RTO under this section must be used within the calendar year in which it has been converted, through the usual processes for requesting time off, in advance with supervisor approval.

ARTICLE 28

SAFETY AND HEALTH

A. The Employer shall establish and maintain conditions of work which are reasonably safe and healthful for Employees, and free from recognized hazards that are causing or likely to cause death or serious physical harm to Employees.

B. No Employee shall knowingly interfere with the use of any method or process adopted for the protection of any Employee in such employment or place of employment or fails to follow and obey orders necessary to protect the life, health, and safety of himself or herself or other Employees.

C. If the Employer requires either goggles or prescription safety eyeglasses for work, the Employer will pay the reasonable cost of such goggles or eyeglasses upon request for reimbursement, so long as the Employee obtains preapproval for the expense from their immediate supervisor. For purposes of this subsection, the reasonable cost paid by the Employer of such goggles or eyeglasses shall be established each year, and for 2025 shall not be less than One Hundred Fifty Dollars (\$150.00). Safety equipment obtained under this section may not be modified.

D. The Employer shall continue to provide agreed upon safety material for the Employees in the Bargaining Unit.

E. The Employer shall pay for CDL physicals when a license is up for renewal, with the Employer receiving a copy of the same. The Employee is required to receive any renewal physical for a CDL License from the City-designated doctor. The Employer will pay for such CDL physical.

F. A proactive Joint Safety and Health Committee shall consist of Union Representatives and Management. Each Department shall establish a Safety Committee within each Bargaining Unit. Members of the Union shall have one (1) year seniority within the Department and shall be elected by its Union membership to serve on the Safety and Health Committee. The Union shall provide management in writing, the names of the elected Safety and Health Committee Representatives.

G. The parties commit to education and training in an attempt to reduce vehicular and equipment-related accidents. However, due to the nature of work performed by bargaining unit employees, it is recognized that accidents will occur. In each case of an accident involving a vehicle or equipment, several factors will be considered prior to the issuance of discipline, if any:

- Chargeability, as reasonably determined by Management
- The Employee's tenure with the Employer
- The Employee's accident history during his tenure with the Employer
- The Employee's overall work record during his tenure with the Employer
- The results of post-accident testing

Case by case, discipline issued for vehicular or equipment-related accidents may vary depending on the application of the aforementioned factors.

ARTICLE 29

DRUG-FREE ENVIRONMENT

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

ARTICLE 30

TRAINING AND EDUCATION

The Employer agrees to pay for job-related training, classes, and other educational opportunities which have been pre-approved by the Division Manager.

If the Employee fails to attend or successfully complete the training, classes, or other educational opportunity, then the Employee shall reimburse the City the cost paid by the City for that training, class, or educational opportunity.

Employees whose positions require a CDL shall have ninety (90) days from the date of hire to obtain a CDL. If the Employee fails to obtain their CDL within ninety (90) days, they are subject to termination. This period may be extended at the discretion of the Employee's supervisor.

ARTICLE 31

SEVERABILITY, SAVINGS, AND AMENDMENT

A. If any ARTICLE or Section of this Agreement or any amendment thereto should be held invalid by operation or application of federal, state, local law or by a court or if compliance with or enforcement of any ARTICLE or Section should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the operation or application of such ARTICLE or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected thereby.

B. If any ARTICLE or Section is held invalid or if enforcement or compliance with such ARTICLE or Section has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such ARTICLE or Section during the period of invalidity or restraint.

C. If it becomes necessary to clarify or amend any ARTICLE or Section to reflect agreed upon changes during the term of this Agreement, such changes shall be incorporated into this Agreement by separate Addendum to be dated and signed by the Employer and the Business Agent for the Bargaining Unit and thereafter shall be incorporated into this Agreement by reference.

ARTICLE 32 **LONGEVITY**

In recognition of certain Employee's dedicated service to the City, the following Longevity Bonus Plan is provided. Longevity pay is based on completed years of service and such bonus shall be distributed annually on the first payday following each eligible Employee's anniversary date. For example, an Employee who just completed his or her sixth (6th) year of continuous service to the City as a member of this Bargaining Unit will receive a check for \$150.00 during the pay period immediately

following said anniversary date.

Payments shall be made according to the following schedule:

YEARS OF COMPLETED SERVICE				
0-5	6-10	11-15	16-20	21+
\$0.00	\$150.00	\$200.00	\$250.00	\$350.00

An Employee who either retires from the City or resigns from his or her position with the City while in good standing prior to one's anniversary date will be entitled to a pro rata Longevity Bonus based on completed months of service during the final year of employment. For example, an Employee who retires four (4) months short of his or her eleventh year of continuous service to the City will receive a Longevity Bonus of One Hundred Dollars (\$133.33) which is calculated by the number of months completed multiplied by the per month bonus amount. In this instance, as the Employee was four (4) months shy of completing his or her eleventh (11th) year, the Longevity Bonus would be eight (8) times twelve and a half dollars (\$16.67).

ARTICLE 33

TENURE OF AGREEMENT

This Agreement, excluding wages but including the Supplemental Agreements attached hereto, shall be in full force and effect from and after January 1, 2025 ("Effective Date") through December 31, 2028 and will continue in full force and effect for one (1) year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028. The wages established in the attached Supplemental Agreements will take effect January 1, 2025 through December 31, 2028 and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party.

IN WITNESS WHEREOF, the parties enter into this Agreement as of the January 1, 2025

Effective Date.

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



Briana Micou, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

TEAMSTERS LOCAL UNION NO. 364
Affiliated with the
International Brotherhood of
Teamsters of America

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA

James Mueller, Mayor

(Signature Page to Agreement Between the City of South Bend and Teamsters Local Union No. 364)

**SUPPLEMENTAL AGREEMENT
TO THE CITY OF SOUTH BEND -
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT**

DEPARTMENT OF PUBLIC WORKS

INFRASTRUCTURE

*Streets Work Group
Traffic and Lighting Work Group
Sewers Work Group*

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the Master Agreement entered into between the parties and made effective January 1, 2025.

A. WAGES

1. Wages in the following classifications will be paid as follows:

Staff Positions	2024 Rate \$	2024 Equivalent Rate \$	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
<i>Street Work Group</i>						
Equipment Operator I	18.83		20.52	21.14	21.77	22.43
Equipment Operator II	19.50		21.26	21.89	22.55	23.23
Equipment Operator III	20.26		22.08	22.75	23.43	24.13
Head Custodian		18.65	20.33	20.94	21.57	22.21
Heavy Equipment Operator I	21.02		22.91	23.60	24.31	25.04
Heavy Equipment Operator II	21.53		23.47	24.17	24.90	25.64
Job Leader	22.17		24.17	24.89	25.64	26.41
<i>Traffic and Lighting Work Group</i>						
	2024 Rate \$		2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
Operations Technician I	19.77		21.55	22.20	22.86	23.55

Operations Technician II		20.77	22.64	23.32	24.02	24.74
Operations Technician – Job Leader	22.17		24.17	24.89	25.64	26.41
Sign Artist I	20.71		22.57	23.25	23.95	24.67
Sign Artist II	22.17		24.17	24.89	25.64	26.41
Signal Technician I	20.49		22.33	23.00	23.69	24.41
Signal Technician II	21.39		23.32	24.01	24.73	25.48
Signal Technician III		22.39	24.41	25.14	25.89	26.67
Signal Technician IV		23.40	25.51	26.27	27.06	27.87
Electrician I	23.40		25.51	26.27	27.06	27.87
Electrician II		24.90	27.14	27.96	28.79	29.66
Sewer Work Group	2024 Rate \$	2024 Equivalent Rate	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
Concrete Finisher	21.90		23.87	24.59	25.32	26.08
Concrete Finisher Apprentice	19.77		21.55	22.20	22.86	23.55
Heavy Equipment Operator I	21.02		22.91	23.60	24.31	25.05
Heavy Equipment Operator II		21.53	23.47	24.17	24.90	25.64
Job Leader	22.66		24.70	25.44	26.20	26.99
Operator I	18.83		20.52	21.14	21.77	22.43
Operator II	19.50		21.26	21.89	22.55	23.23
Operator III	20.26		22.08	22.75	23.43	24.13

B. STREETS WORK GROUP

1. Night Shift Premium, Sunday and Holiday Pay, Proficiency Pay - Streets Work Group

a. Night-shift premium of seventy-five cents (\$0.75) per hour will apply to stand-by pay. "Night-shift" means the shift(s) during the Winter period. Employees who receive the night-shift premium will not also be paid the shift differential.

b. The Fair Labor Standards Act ("FLSA") and the Agreement shall determine the system of overtime. Union and the City shall determine an agreed system of rotation and distribution of any opportunity for Employees to earn and receive overtime pay.

c. Sunday work will be double time. To receive double time under this provision, the Employee must work the majority (50% or greater) of their assigned shift on Sunday.

d. Provided that an Employee working as an Operator III has demonstrated proficiency and has passed a written evaluation, the Employee is eligible for a Thirty Cent (\$0.30) wage increase when operating the Front- End Loader and Backhoe.

e. If called in to work on a holiday specified in this Agreement, the Employee shall be paid at double time for time worked on that day, plus the holiday itself.

2. Hours of Work- Streets Work Group

a. Scheduled hours of work as follows:

i. Spring, Summer and Fall - 6:00 a.m. to 4:00 p.m. with accommodation for Monday through Thursday or Tuesday through Friday schedule with Employees to combine two (2) fifteen (15) minute breaks.

The normal work week is forty (40) hours per week which shall consist of four (4) ten (10) hour days or five (5) eight (8) hour days; posting as currently done.

ii. Winter - 7:30 a.m. to 3:30 p.m., 3:30 p.m. to 11:30 p.m. and 11:30 p.m. to 7:30 a.m., Monday through Friday.

b. A two-week notice will be given before the change in shift or work hours will commence. The starting and ending dates for the different seasons shall be posted no later than two (2) weeks prior. This will be at the Manager's discretion. The Employer and the Union also acknowledge that with the implementation of Daylight Savings Time it may be necessary for the Employer to adjust the hours of work in order to provide for a safe and efficient working environment for Employees.

c. Stand-by status will begin the first holiday or weekend of the Winter shifts. When on stand-by, Job Leaders and Operators in the Streets Work Group shall be paid their Hourly Rate. Stand-by pay will not be reduced if Job Leaders or Operators are called into work. In the event of a call in situation, no Introductory Employee shall be called in before a Union Employee. When an Introductory Employee is on Standby, such Introductory Employee will be called in before non-Standby Union personnel. During Standby weeks, Union Employees will be called in on Standby before an Introductory Employee

d. Any time worked by an Employee other than the normally scheduled hours of work shall be considered overtime unless the Employee is offered the opportunity for overtime and elects to leave early.

e. If Management fails to follow the overtime policy and inadvertently bypasses an Employee that should have been offered the overtime shift, said Employee shall be compensated for the loss of income in the amount equal to the overtime hours missed. Payment shall be made during the next pay period unless otherwise mutually agreed.

f. In an overtime situation, at least one Heavy Equipment Operator or Job Leader will be called in for duty. The current overtime selection process must be followed.

g. Management shall approve or deny all vacation requests within one (1) week after submission. A failure to approve or deny the vacation request in such a time period will result in the request being deemed approved.

3. Working Conditions - Streets Work Group

a. Work routinely performed by the Street Work Group of the Bargaining Unit will not be performed by supervisory personnel. This does not include emergency work, instructional necessity, and work of a non-routine and an infrequent nature.

b. Consideration should be given to higher seniority personnel when assigning duties.

c. Seniority within a classification will prevail in shift preference, including situations where an Employee in the Work Group transfers jobs

within the Work Group

d. Employer shall provide training classes for Employees within the Street Work Group. Employer reserves the right to pick said classes and teachers and to restrict Employees from attending classes that do not pertain to the Employee's job.

e. Heavy Equipment Operator I training will be made available to Employees on a periodic basis.

f. Parties recognize that for purposes of transfers, bumping, and layoffs, the Street Work Group shall be considered to have two (2) Work Groups in one (1) separate Division of the Department of Public Works. Employees in the Street Work Group and in the Sewer Work Group shall have the right to bid on job vacancies in the Street Work Group and in the Sewer Work Group before they are advertised City-wide.

g. The City will pay for an Employee's CDL training. Once that Employee obtains a CDL, the Employee shall remain in the employ of the City for a period of at least one (1) year, or pay to the City an amount to be determined by management, which reflects the cost of such training, through payroll deduction.

h. Employees required to hold a CDL as part of their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee holds:

i. Class A unrestricted: \$1.25 per hour

ii. Class A: \$1.00 per hour

iii. Class B: \$0.75 per hour

Employees who are not required to hold a CDL as part of their job description and job responsibilities will receive out of grade pay when those Employees are operating vehicles requiring a CDL, based upon the type of CDL license required for the vehicle pursuant to the schedule set forth above.

4. Health and Safety - Streets Work Group

a. Employer will establish and maintain safe and healthful practices.

b. Employer shall supply and replace damaged safety equipment. This shall include goggles, dust masks, high visibility T-shirts or vests, ear muffs or ear plugs (as determined by the Safety Director), rain gear, quality impact gloves, good quality rubber boots, and other job site warning devices, such as

flags, barricades, and other traffic control devices. Employer shall provide knee-high over the shoe rubber boots for 211-Drivers. Employer will allow for employee input when selecting PPE to ensure use of the equipment.

c. Employees shall have the right to voice opinions about job site set-up or safety before starting work without threat of disciplinary action.

5. Uniforms and Safety Shoes - Streets Work Group

a. The Employer shall provide all regular, full-time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer.

The Employer shall provide a total of ten (10) T-shirts for all field operation Employees, which may be short or long-sleeved. After one (1) calendar year, the Employer shall provide up to ten (10) short or long-sleeved T-shirts as replacement for those T-shirts that have become worn out or damaged during the line of duty.

The Employer shall provide one pair of heat-rated boots, on a job-related basis as approved by management.

Clothing, shoes, and/or boots used by Employee must meet applicable safety standards including, but not limited to, OSHA or ANSI requirements

C. TRAFFIC & LIGHTING WORK GROUP

1. Certification Pay: Training - Traffic & Lighting Work Group

a. Certification pay: Twenty-five cents (\$0.25) per certification up to a maximum of five (5) certifications are available to each Employee in the Traffic & Lighting Work Group. In order for an Employee to receive certification pay, the certification must apply to his or her daily work. For example, a Signal Technician Employee who bids into a position that does not require the certifications required for a Signal Technician position will not receive certification pay.

b. A Signal Technician I with a Signal Electrician II certification and supervisor approval will be added to the on-call roster.

c. When the supervisor is absent and an Employee who is a Signal Technician II is required to take over the supervisory position, that Employee will be paid an amount equal to the difference between the Operations Technician hourly base wage and the Group Leader hourly base wage for that time spent working in a supervisory position.

d. Because of the skills and enhanced job requirements for the Sign Artist position, including the requirement for proficiency in computer assisted drawing (CAD), the Sign Artist will receive fifty cents (\$0.50) per hour pay in addition to the base wage. Any person hired or working as a Sign Artist must demonstrate proficiency in CAD as a job requirement of this position.

e. All Employees in the Traffic and Lighting Work Group hired after January 1, 2003, shall obtain a Work-Zone Safety certification within six (6) months of completing one (1) year of work experience as required for such certification . In the event that the period of required work experience is reduced or expanded by the State, the deadline for Employees in obtaining such certification shall be correspondingly reduced or expanded. Upon implementation of a State or Federal program related to an advance work- zone safety certification, the Employee must obtain such certification as soon as practicable as a condition of continued employment in the Traffic and Lighting Work Group.

f. Employees who hold a Commercial Driving License ("CDL") as of the effective date of this Agreement shall maintain such license as a condition of continued employment in the Traffic and Lighting Work Group. Any Employee hired after January 1, 2017 in the Traffic & Lighting Division shall be required to obtain a CDL within sixty (60) days of hire as a condition of employment and shall be paid at a rate of pay that is One Dollar (\$1.00) less than the base wage applicable to their job classification until the CDL is obtained.

g. The City will pay holiday pay plus the double time rate of pay for time worked during contractual holidays.

h. The City will pay for an Employee's CDL training. Once that Employee obtains a CDL, the Employee shall remain in the employ of the City for a period of at least one (1) year, or pay to the City an amount to be determined by management, which reflects the cost of such training, through payroll deduction.

Employees required to hold a CDL as part of their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee holds:

- i. Class A unrestricted: \$1.25 per hour
- ii. Class A: \$1.00 per hour
- iii. Class B: \$0.75 per hour

Employees who are not required to hold a CDL as part of their job description and job responsibilities will receive out of grade pay when those Employees are operating vehicles requiring a CDL, based upon the type of CDL license required for the vehicle pursuant to the schedule set forth above.

2. Hours of Work - Traffic & Lighting Work Group

- a. The normal hours of work consists of Monday through Friday from 6:00 a.m. to 2:30 p.m. or at the Manager's discretion.

Employer and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the Employer to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The Employer shall provide notice to Employees prior to any adjustment in hours of work.

3. Stand-by - Traffic & Lighting Work Group

- a. Signal Technician II's shall be paid stand-by pay based on the following schedule:

Weekdays (Monday through Friday) three (3) hours paid per day when actually on stand-by;

Weekends (Saturday and Sunday) six (6) hours per day on weekend when actually on stand-by.

- b. When on Stand-by, Job Leaders and Operators shall be paid their Hourly rate. Stand-by will not be reduced if Job Leaders or Operators are called into work.

4. Training - Traffic & Lighting Work Group

Employer will reimburse tuition for courses previously approved by the Manager in which the Employee earns a grade of "C" or better with respect to non-required course work related to the Employee's work with the City. Employees seeing reimbursement under this provision must submit a "Tuition Reimbursement Request" form along with grade report(s) and receipt(s) for expenses to the Office of the Director of Public Works no later than thirty (30) days after completion of the course.

5. Uniforms and Safety Shoes - Traffic & Lighting Work Group

- a. The Employer shall provide all regular, full, time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer. Clothing, shoes, and/or boots purchased by Employee must meet applicable safety standards

including, but not limited to, OSHA or ANSI requirements. Employee shall be allowed to wear shorts when staffing a special event during the months of June through September.

The Employer shall provide a total of ten (10) T-shirts for all field operation Employees, which may be short or long-sleeved. After one (1) calendar year, the Employer shall provide up to ten (10) short or long-sleeved T-shirts as replacement for those T-shirts that have become worn out or damaged during the line of duty.

D. SEWER WORK GROUP

1. Wages

- i. Employees shall receive double-time on Sundays for any work performed. To receive double time under this provision, the Employee must work the majority (50% or greater) of their assigned shift on Sunday.
- ii. When on Stand-By, Job Leaders and Operators shall be paid their Hourly Rate. Stand-by pay will not be reduced if Job Leaders and Operators are called into work.
- iii. Due to restructuring within the Public Works Department, the Sewer Division and other wastewater-funded utility divisions may be reorganized at a future date in recognition of changes in applicable reporting, and permitting requirements associated with various job functions. There will be further discussion with the Union and Employees, and prior notice given before changes are implemented.
- iv. Employees in the Sewers Work Group will be paid a night-shift premium of seventy-five cents (\$0.75) when working a night shift, as defined in Article 5.D. of the Master Agreement.

2. Certification

- i. The following classifications of Equipment Operators upon passing the certification exam shall receive the following increases in addition to the Master Contract increases:

CS-I	\$0.35/hour on the base
CS-II	\$0.55/hour
CS-III	\$0.65/hour
CS-IV	\$0.75/hour

- ii. Employees in the Sewer Division will receive a one (1) time qualification pay award of \$520.00 for those Employees who successfully pass the PACP examination, with such pay awarded in the calendar year in which the Employee passes the examination.
- iii. Employer will reimburse tuition for courses previously approved by the Manager in which the Employee earns a grade of “C” or better with respect to the non-required course work related to the Employee’s work with the City. Employees seeking reimbursement under this provision must submit a “Tuition Reimbursement Request” form along with grade report(s) and receipt(s) for expenses to the Office of the Director of Public Works no later than thirty (30) days after completion of the course.
- iv. The City will pay for an Employee’s CDL training. Once that Employee obtains a CDL, the Employee shall remain in the employ of the City for a period of at least one (1) year, or pay to the City an amount to be determined by management, which reflects the cost of such training, through payroll deduction.

Employees required to hold a CDL as part of their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee holds:

- b. Class A unrestricted: \$1.25 per hour
- ii. Class A: \$1.00 per hour
- iii. Class B: \$0.75 per hour

Employees who are not required to hold a CDL as part of their job description and job responsibilities will receive out of grade pay when those Employees are operating vehicles requiring a CDL, based upon the type of CDL license required for the vehicle pursuant to the schedule set forth above.

3. Hours of Work

The City and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the City to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The City shall provide notice to Employees prior to any adjustment in hours of work.

- a. If called in to work on a holiday specified in this Agreement, the Employee shall be paid at double time for time worked on that day, plus the holiday itself.
- b. If called in to work an emergency call outside of regular working hours, as designated by the Employer, the Employee shall be paid at two times (2x) the hourly rate.

c. Scheduled hours of work as follows:

- i. Spring, Summer and Fall - 6:30 a.m. to 4:30 p.m. with accommodation for Monday through Thursday or Tuesday through Friday schedule with Employees to combine two (2) fifteen (15) minute breaks.

The normal work week is forty (40) hours per week which shall consist of four (4) ten (10) hour days or five (5) eight (8) hour days; posting as currently done.

- ii. Winter - 7:30 a.m. to 3:30 p.m., 3:30 p.m. to 11:30 p.m. and 11:30 p.m. to 7:30 a.m., Monday through Friday.

4. Uniforms and Safety Shoes

The Employer shall provide all regular, full-time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer.

The Employer shall provide a total of ten (10) T-shirts for all field operation Employees, which may be short or long-sleeved. After one (1) calendar year, the Employer shall provide up to ten (10) short or long-sleeved T-shirts as replacement for those T-shirts that have become worn out or damaged during the line of duty.

The Employer shall provide Muk boots every two (2) years.

5. Health and Safety

- i. At no time when called in on Stand-By shall the equipment known as a combination Sewer Cleaning Truck be operated with less than two (2) bargaining unit employees as operators.
- ii. The Employer will establish and maintain safe and healthful practices.
- iii. The Employer shall supply, maintain, and replace on an as-needed basis such items to include goggles, dust masks, vests, ear plugs, rain gear, rubber boots, gloves and rubber liners, back support weight belts, and five (5) pairs of coveralls. If any of the above items are lost, the Employee shall pay for replacement. Employee shall be required to turn in the worn or damaged gloves in order to obtain replacements.
- iv. The City shall supply up-to-date OSHA approved equipment during the

January 1, 2025 through December 31, 2028

term of the Agreement. Bargaining unit employees agree to wear said equipment as directed by the City.

[SIGNATURE PAGE FOLLOWS]

January 1, 2025 through December 31, 2028

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2025 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

**TEAMSTERS LOCAL UNION
NO. 364**

**Affiliated with the International
Brotherhood of Teamsters of
America**

James Mueller, Mayor

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

*(Signature Page to Supplemental Agreement between City of South Bend, and
Teamsters Local Union No. 364, Streets Work Group, Traffic & Lighting Work Group,
and Sewers Work Group)*

**SUPPLEMENTAL AGREEMENT TO THE CITY OF SOUTH BEND –
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT**

DEPARTMENT OF PUBLIC WORKS

NEIGHBORHOOD SERVICES

Solid Waste Work Group

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the master Agreement entered into between the parties and made effective January 1, 2025.

A. WAGES

1. Wages in the following classifications will be paid as follows:

Staff Positions	2024 Rate \$	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
<i>Solid Waste Work Group</i>					
Driver	22.13	24.12	24.85	25.59	26.36

2. Solid Waste Drivers shall be eligible to receive Efficiency and Safety pay based upon the number of picks per hour for trash and yard waste bins as well as for extra pickup items and container management. In addition to the number of picks per hour, a driver must also meet the following conditions to receive the Efficiency and Safety pay for a given week: (1) be accident or incident free; (2) have less than three (3) misses of trash, yard waste, or extra pick items along their route; and (3) have no complaints filed by customers against them.

All calculations of picks for purposes of Efficiency and Safety pay shall be based upon a per hour weekly average and calculated net of non-route time. Drivers shall receive Safety and Efficiency pay as follows:

\$1.25 per hour for one hundred thirty-five (135) picks or above

\$0.75 per hour for one hundred twenty-five to one hundred thirty-four picks (125-134)

\$1.25 per hour for eight (8) picks with the lightning loader

Drivers with alley routes shall receive Efficiency and Safety pay of \$1.25 per hour for ninety (90) picks or above and \$0.75 per hour for seventy to eighty-nine picks per hour (70-89).

Drivers working container delivery, repairs, terms, and misses shall receive Efficiency and Safety pay of \$1.25 per hour for nine (9) stops per hour and \$0.75 per hour for seven to eight stops per hour (7-8).

In the event of a temporary breakdown of the route management software where an accurate number of picks and skips per hour cannot be obtained, Solid Waste will use data from the last time the driver ran the route with accurate picks and skips, for the day/week. Management may grant waivers of the incentive requirements within its sole discretion in special circumstances, such as inclement weather.

4. Employees shall receive attendance pay according to the following schedule, should the employee have no unexcused absences (call offs) during the year, or the following number of sick days:

\$250 annually for no missed days

\$150 annually for one (1) missed day

\$100 annually for two (2) missed days

Attendance pay will be paid out the following January. Attendance pay will not be prorated and the employee must be employed at the time of the annual payout.

B. HOURS OF WORK

1. The normal work week is forty (40) hours per week which shall consist of four (4) ten (10) hour days. Management reserves the right to change to a five (5) day eight (8) hours per day work week if management, in its sole discretion, determines such schedule to be the most effective means of operating.
2. The City and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the City to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The City shall provide notice to Employees prior to any adjustment in hours of work.
3. From time to time it may be necessary for the supervisor to require that Employees remain at work in excess of forty (40) hours in order to help others complete their responsibilities. Management shall first attempt to fill manpower needs with those Employees who volunteer to accept overtime, provided however that such Employees have the necessary skills, qualifications and abilities. In the event that there are no Employees volunteering for overtime assignment and/or there are no Employees volunteering for overtime assignment having the necessary skills, qualifications and abilities, Management shall then go to mandatory overtime assignment by reverse order of seniority (i.e., most junior first) of those Employees having the necessary skills, qualifications, and abilities. Management will attempt

to do this only in the event of manpower or equipment shortages and the Employees involved will be paid at the overtime rate when required to stay.

4. Fridays will be used as a make-up day during weeks when the City holidays occur, unless Management, after receiving input from staff, decides to work the holiday. The time worked on these Fridays or holidays will be paid at the overtime rate. These days will be considered scheduled work days and absences must either be approved in advance or the Employee must call in as a sick day and return to work with a slip from a doctor indicating that he/she was unable to work due to illness. This Supplemental provision overrides the main body of the Agreement dealing with sick and personal days due to the size of the work force in this Department as well as the workload.

On the weeks containing the holidays of Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, and Martin Luther King, Jr. Day, employees may elect to either remain at work for a guaranteed ten (10) hour shift or to return home at the completion of the Department's work and be paid for actual hours worked.

5. Temporary employees shall be hired by the Employer for the Solid Waste Work Group as necessary. The hiring dates of these employees may be staggered from March through December annually ending upon termination of this Agreement.

C. UNIFORMS AND SAFETY SHOES

The Employer shall provide all regular, full, time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall start their shifts with clean uniforms or approved T-shirts as provided by the Employer

The Employer shall provide five (5) T-shirts for all new field operation Employees. After one (1) calendar year, the Employer shall provide up to five (5) T-shirts for T-shirts originally provided by the Employer as replacement for those T-shirts that have become worn out or damaged during the line of duty.

The Employer shall designate the specifications for all safety shoes and safety-related equipment and clothing.

Clothing, shoes, and/or boots used by Employee must meet applicable safety standards including, but not limited to, OSHA or ANSI requirements

Employer shall also provide Employees in the Solid Waste Work Group with one (1) set of safety glasses, gloves, and winter liners over the term of this Agreement. Lost gear shall be replaced at the Employee's cost.

Nothing in this provision is intended to permit an Employee transferring into the Solid Waste Work Group who has been issued comparable gear from another Division or Department to be deemed eligible for additional uniforms or protective gear over and above those designated in this section.

[SIGNATURE PAGE FOLLOWS]

January 1, 2025 through December 31, 2028

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2025 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

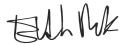
**TEAMSTERS LOCAL UNION
NO. 364**

**Affiliated with the International
Brotherhood of Teamsters of
America**

James Mueller, Mayor

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

*(Signature Page to Supplemental Agreement between City of South Bend, and
Teamsters Local Union No. 364, Solid Waste Work Groups)*

**SUPPLEMENTAL AGREEMENT
TO THE CITY OF SOUTH BEND -
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT**

DEPARTMENT OF PUBLIC WORKS

UTILITIES--WASTEWATER

*Organic Resources Work Group
Wastewater Work Group*

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the master Agreement entered into between the parties and made effective January 1, 2025.

A. WAGES

1. Wages in the following classifications will be paid as follows:

Staff Positions	2024 Rate \$	2024 Equivalent Rate \$	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
<i>Organic Resources Work Group</i>						
Heavy Equipment Operator I	21.02		22.91	23.60	24.31	25.04
Heavy Equipment Operator II	21.53		23.47	24.17	24.90	25.64
Job Leader	22.48		24.50	25.24	26.00	26.78
<i>Wastewater Work Group</i>						
CSO Rep I	20.67		22.53	23.21	23.90	24.62
CSO Rep II	21.53		23.47	24.17	24.90	25.64
Dewater Operator	21.53		23.47	24.17	24.90	25.64
Sanitation Operator	18.79		20.48	21.10	21.73	22.38
General Laborer	17.87		19.48	20.06	20.66	21.28
Janitor	18.00		19.62	20.21	20.81	21.44

<i>Wastewater Work Group, Continued</i>	2024 Rate \$	2024 Equivalent Rate \$	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
Lift Station - Rep I	21.53		23.47	24.17	24.90	25.64
Lift Station - Rep II	22.45		24.47	25.20	25.96	26.74
Maintenance Electrician I	20.28		22.11	22.77	23.45	24.15
Maintenance Electrician II	20.71		22.57	23.25	23.95	24.67
Maintenance Electrician III	22.45		24.47	25.20	25.96	26.74
Maintenance Electrician IV	23.34		25.44	26.20	26.99	27.80
Maintenance Electrician V	24.77		27.00	27.81	28.64	29.50
Maintenance Lead	25.11		27.37	28.19	29.04	29.91
Maintenance Repair I	20.67		22.53	23.21	23.90	24.62
Maintenance Repair II	21.53		23.47	24.17	24.90	25.64
Maintenance Repair III	22.45		24.47	25.20	25.96	26.74
Maintenance Repair IV	23.34		25.44	26.20	26.99	27.80
Maintenance Repair V		24.77	27.00	27.81	28.64	29.50
Operator - General	21.53		23.47	24.17	24.90	25.64
Operator - Lead	25.11		27.37	28.19	29.04	29.91
Operator - Senior	22.45		24.47	25.20	25.96	26.74

B. WASTEWATER WORK GROUP

1. License and Certification

- a. Class I Operator certification will be a fifty cents (\$0.50) pay; Class II will be one dollar (\$1.00) pay, Class III will be one dollar and fifty cents (\$1.50); Class IV will be two dollars (\$2.00).

All Employees hired into an Operator's position must receive their State certification within one (1) year of becoming eligible. Continuing operators must maintain a minimum of a Class I Operator's certification within the State of Indiana.

- b. Any Wastewater Employee who obtains a license over the minimum job requirement will receive a one-time Two Hundred Fifty Dollar (\$250.00)

incentive payment provided, however, that the Employee passes the State-approved Operator certification.

- c. An Employee in the Waste Water Work Group with a current electrician's license will receive an additional Three Dollars and Thirty Cents (\$3.30) per hour as license premium pay. The Memorandum of Understanding between the parties dated March 27, 2018 is incorporated in and has become a part of this subparagraph.

2. CDL

Employees required to hold a CDL as part of their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee holds:

- a. Class A unrestricted: \$1.25 per hour
- b. Class A: \$1.00 per hour
- c. Class B: \$0.75 per hour

Employees who are not required to hold a CDL as part of their job description and job responsibilities will receive out of grade pay when those Employees are operating vehicles requiring a CDL, based upon the type of CDL license required for the vehicle pursuant to the schedule set forth above.

3. Hours of Work

Operators will work twelve (12) hours per day on a schedule to be agreed upon by the Employer and the Union. Time and one-half will be paid for all hours worked over twelve (12) hours in one day and forty (40) hours in a four (4) day work cycle. Operators working the 8:00 a.m. to 8:00 p.m. shift will receive an additional \$0.15 per hour Shift Differential pay. Operators working the 8:00 p.m. to 8:00 a.m. shift will receive \$0.75 per hour in Shift Differential pay.

Operators who are required to work on City holidays will receive time and one half (1/2) their regular pay for the hours worked in addition to the holiday pay. The holiday dates to which this applies will be agreed upon by Management and the Union prior to the beginning of each calendar year.

The City and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the City to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The City shall provide notice to Employees prior to any adjustment in hours of work .

Employees shall be guaranteed at least two (2) hours of compensation for unscheduled work performed when called in to work on standby from Monday through Friday. Employees shall be guaranteed at least four (4) hours of compensation for unscheduled work performed when called in to work on standby on Saturday and Sunday.

4. Holidays

- a. If Christmas or some other holiday associated with a specific date falls on a weekend and the Board of Public Works therefore designates a Monday or Friday as that holiday, then the Employee working the designated holiday will not receive holiday pay, but the Employee working the actual holiday shall receive the holiday pay.

January 1, 2025 through December 31, 2028

- b. Waste Water Treatment Operators Who are required to work on Easter Sunday will receive time and one-half (1 1/2) of their regular rate of pay.

5. Training

Management will pay Five Dollars (\$5.00) per contact hour for each successfully completed class during the calendar year. Those Employees receiving premiums for classes taken prior to January 1, 1996, will continue to receive those premiums.

C. ORGANIC RESOURCES

1. Certification Pay and License.

Certification pay will be provided in accordance with Wastewater requirements.

Any Employee in the Organic Resources Work Group who obtains a license over the minimum job requirement will receive a one-time Two Hundred Fifty Dollar (\$250.00) incentive payment provided, however, that the Employee passes the State-approved certification.

Employees required to hold a CDL as part of their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee holds:

- a. Class A unrestricted: \$1.25 per hour
- b. Class A: \$1.00 per hour
- c. Class B: \$0.75 per hour

Employees who are not required to hold a CDL as part of their job description and job responsibilities will receive out of grade pay when those Employees are operating vehicles requiring a CDL, based upon the type of CDL license required for the vehicle pursuant to the schedule set forth above.

2. Employees in the Organic Resources Work Group may upgrade to Heavy Equipment Operator II upon achieving proficiency in the operation *of* certain equipment. Such proficiency will be determined by Management.

3. Hours of Work

Hours of work shall be eight (8) hours per day, five (5) days per week, Monday through Friday. The Organic Resources work group is to accommodate hours of operation so that there is coverage when other City departments need the same. Seniority will be applied to choose between shift starting times.

4. Training

The City will provide the opportunity for training classes for Employees in the Organic Resources Work Group. The City reserves the right to choose the classes and the teachers and to restrict employees from attending classes that do not pertain to their jobs. Management will pay five dollars (\$5.00) per contact hour for each successfully completed class during the calendar year.

D. UNIFORMS AND SAFETY SHOES

The Employer shall provide all regular, full, time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer.

The Employer shall provide five (5) T-shirts for all new field operation Employees. After one (1) calendar year, the Employer shall provide up to five (5) T-shirts for T-shirts originally provided by the Employer as replacement for those T-shirts that have become worn out or damaged during the line of duty.

The Employer shall designate the specifications for all safety shoes and safety-related equipment and clothing.

The Employer shall also provide Employees with one (1) set of safety glasses, gloves, and winter liners over the term of this Agreement. Lost gear shall be replaced at the Employee's cost.

Nothing in this provision is intended to permit an Employee transferring into either the Wastewater Work Group or the Organic Resources Work Group who has been issued comparable gear from another Work Group or Division to be deemed eligible for additional uniforms or protective gear over and above those designated in this section.

[SIGNATURE PAGE FOLLOWS]

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2025 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

**TEAMSTERS LOCAL UNION
NO. 364**

**Affiliated with the International
Brotherhood of Teamsters of
America**

James Mueller, Mayor

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

January 1, 2025 through December 31, 2028

SUPPLEMENTAL AGREEMENT
TO THE CITY OF SOUTH BEND -
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT

DEPARTMENT OF PUBLIC WORKS

UTILITIES—WATER WORKS

- Construction & Maintenance Work Group*
Billing and Accounts Work Group
Meter Work Group
Water Treatment Work Group

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the Master Agreement entered into between the parties and made effective January 1, 2025.

A. WAGES

Wages in the following classifications will be paid as follows:

Staff Positions	2024 Rate \$	2024 Equival ent Rate	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
Water Works Division						
Billing Account Specialist I	22.64		24.68	25.42	26.18	26.97
Billing Account Specialist II	23.17		25.26	26.01	26.79	27.60
Field Repair/Insp I	19.16		20.88	21.51	22.16	22.82
Field Repair/Insp II	19.90		21.69	22.34	23.01	23.70
Field Repairman/Insp. III	21.04		22.93	23.62	24.33	25.06
Field Repairman/Insp. IV	21.33		23.25	23.95	24.67	25.41
Field Repairman/Insp. V	21.59		23.53	24.24	24.97	25.72
General Laborer	17.87		19.48	20.06	20.66	21.28

Construction and Maintenance I	21.02		22.91	23.60	24.31	25.04
Construction and Maintenance II	21.80		23.76	24.47	25.21	25.97
Construction and Maintenance III	22.66		24.70	25.44	26.20	26.99
Construction and Maintenance Lead		25.11	27.37	28.19	29.04	29.91
Machinist	21.33		23.25	23.95	24.67	25.41
– O&M Tech I	20.62		22.48	23.15	23.84	24.56
O&M Tech II	21.53		23.47	24.17	24.90	25.64
O&M Tech III	22.45		24.47	25.20	25.96	26.74
O&M Tech IV		23.50	25.62	26.38	27.17	27.99
Lead O&M Tech	25.11		27.37	28.19	29.04	29.91
Operator I	18.83		20.52	21.14	21.77	22.43
Operator II	19.50		21.26	21.89	22.55	23.23

2. Employees in the Water Treatment Work Group shall be compensated at double (2) time their hourly rate for all work performed on Sunday.
3. Employees in the Meter Work Group shall be compensated at double (2) time their hourly rate for all work performed on Sunday. To receive double time pay under this provision, the Employee must work the majority (50% or greater) of their assigned shift on Sunday.
4. Employees in the Construction & Maintenance Work Group and in the Meter Work Group shall be paid out-of-grade pay at the higher non-bargaining rate when working in locator position.

B. HOURS OF WORK

1. With the exception of Employees in the Billing and Accounts Work Group, Employees in the Water Works Division shall be entitled to a one-half (1/2) hour lunch to be taken at the place of the Employee's discretion. However, in order to ensure efficient operations, lunch shall be taken at a location as close as practical to the Employee's last or next worksite
2. The City and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the City to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The City shall provide notice to Employees prior to any adjustment in hours of work.
3. There will be no reduction in Standby Pay when an employee is called into work.
4. Employees in the Construction & Maintenance Work Group shall be compensated at double (2) time their hourly rate for all work performed on Sunday. To receive double time pay under this provision, the Employee must work the majority (50% or greater) of their assigned shift on Sunday.
5. The normal schedule of hours consists of eight (8) hours per day, five (5) consecutive days per week, Monday through Friday. Employees working in the Construction & Maintenance, Water Treatment and Meter Work Groups shall have Winter hours of 7:00 a.m. to 3:30 p.m. Construction season hours, which will apply from mid-April to mid-October, shall be 6:00 a.m. to 4:00 p.m. The specific dates on which construction season hours will begin and end will be provided by April 1st of each year.
 - (a) Upon two (2) week written notice, Employees in the Construction & Maintenance Work Group and the Meter Work Group may work ten (10) hours per day, four (4) days per week; at the Manager's discretion with input from the Union Steward. Upon full written agreement of all Employees in the Construction & Maintenance Work Group who are working the ten (10) hour/four (4) day work week, they may forgo the two (2) fifteen (15) minute break periods and end their working hours thirty (30) minutes earlier than a normally scheduled ten (10) hour work day without loss of pay.
 - (b) Upon full written agreement of all Construction and Maintenance Work Group Employees, winter hours of 7:00 a.m. to 3:30 p.m. may be adjusted to 7:00 a.m. to 3:00 p.m. by the elimination of the one-half hour unpaid lunch. Under this adjustment employees will combine two paid fifteen minute break periods into one thirty minute lunch period to be taken when the daily work routine allows.
 - (c) Upon full written agreement of all Meter Work Group employees the same scheduling anomaly may occur.
 - (d) The February 13, 2018 Memorandum of Understanding between the parties as to the topic of subparagraphs (b) and (c) above is hereby superseded by incorporation of its terms into this Supplemental Agreement.

C. VACATION (Construction & Maintenance Work Group)

No more than two (2) Employees in the Construction & Maintenance Work Group shall be entitled to use vacation time at the same time during the month of December in order to provide for efficient

January 1, 2025 through December 31, 2028

operations. Vacation requests must be made prior to June 1st of each year, with seniority being given priority.

D. EMPLOYEE IDENTIFICATION

All Employees in the Water Works Division requiring proper identification shall be furnished such I.D. by the City of South Bend. Such identification shall remain the property of the City of South Bend.

E. SENIORITY

Each of the four (4) Work Groups within the Water Works Division (Billing and Accounts Work Group, Water Treatment Work Group, Meter Work Group, and Construction & Maintenance Work Group), will maintain separate seniority rosters. Bidding priority in accordance with ARTICLE 13, paragraphs B(1) and C(1) of the Agreement shall be modified so that bidding priority is given to Employees within their respective Work Group of the Water Works Division having the necessary skills, qualifications and abilities and the greatest seniority within the Division in which the job exists.

F. LICENSE AND CERTIFICATION PREMIUM PAY

1. The licenses and certifications referenced in this Supplemental shall include the following areas of expertise:

Class WT-3 includes systems with no population limitations that meet the following criteria:

- (A) Acquire water from one (1) of the following:
 - (i) Ground water, or
 - (ii) Purchase; and
- (B) Utilize chemical feed, and
- (C) Have one (1) of the following:
 - (i) Pressure or gravity filtration, or
 - (ii) Ion exchange processes if the population served is greater than 501, or
 - (iii) Lime soda softening, or
 - (iv) Reverse osmosis.

Class DSL (Distribution System Large) includes systems that meet the following criteria:

- (A) Serve a population greater than or equal to 10,001 people
- (B) Consisting of:
 - (i) Storage tanks,
 - (ii) Booster pumps to the distribution system,
 - (iii) Mechanical devices for the movement of water beyond storage.

- 2. All Employees in Water Treatment Work Group shall obtain a WT-3 license within 3 years of date of hire.
- 3. An Employee in the Water Treatment Work Group with a current WT-3 license will receive an additional One Dollar and Fifty cents (\$ 1. 50) per hour as license premium pay.

4. The City will pay for the recertification costs for the DSL and WT-3 licenses for Employees in the Water Treatment, Construction & Maintenance, and Meter Work Groups.
5. Employees in the Construction & Maintenance Work Group and the Meter Work Group obtaining a DSL certification will be paid Ninety Cents (\$0.90) per hour as license premium pay for obtaining said certification. Current or new employees in the Water Treatment Work Group who obtain a DSL certification while employed in the Water Treatment Work Group will receive a one-time incentive payment of One Thousand Dollars (\$1,000.00).
6. Employees in the Meter Work Group and the Construction & Maintenance Work Group shall receive an addition Ninety Cents (\$0. 90) per hour as Certification pay for Backflow Certification when working as a Cross Connection Control Device Inspector. Employees in the Meter Work Group working at a Field Repairman/Inspector V or above in the Water Loss – Cross Connection Division shall receive this Certification pay for all compensated hours. All other employees in the Meter Work Group will receive a One Hundred Fifty (\$150.00) bonus for holding the certification on the last pay period of the year.
7. Employees required to hold a CDL as part of their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee holds:
 - a. Class A unrestricted: \$1.25 per hour
 - b. Class A: \$1.00 per hour
 - c. Class B: \$0.75 per hour

Employees who are not required to hold a CDL as part of their job description and job responsibilities will receive out of grade pay when those Employees are operating vehicles requiring a CDL, based upon the type of CDL license required for the vehicle pursuant to the schedule set forth above.
8. Employees in the Construction and Maintenance Work Group holding a Tanker Endorsement on their CDL shall receive an additional twenty-five cents (\$0.25) premium pay.

G. UNIFORMS AND SAFETY SHOES

The Employer shall provide and maintain eleven (11) sets of fitted work uniforms, and five (5) T- shirts or OSHA-approved safety shirts, or any combination thereof, with replacements as necessary to Employees in the Construction & Maintenance Work Group, the Water Treatment Work Group, and the Meter Work Group.

The Employer shall designate the specifications for all safety shoes and safety-related clothing and equipment.

1. Construction & Maintenance Work Group

January 1, 2025 through December 31, 2028

- a. The Employer shall provide Employees in the Construction & Maintenance Work Group one (1) set of rain gear over the term of the Agreement. Unusable gear may be turned into Employer for replacement one (1) time per year; additional replacements or lost gear to be replaced by Employee.
 - b. Nothing in this provision is intended to permit an Employee transferring into the Water Works Division who has been issued comparable gear from another Division or Department to be deemed eligible to receive the same or similar gear prior to the expiration of the period of time referenced in this paragraph.
 - c. Employees in the Construction & Maintenance Work Group shall wear uniforms provided by the City. The *City* will provide the Construction & Maintenance Work Group with one (1) pair of Muk boots, replaced as needed, as determined by management.
 - d. Clothing , shoes, and/or boots used by Employee must meet applicable safety standards including, but not limited to, OSHA or ANSI requirements.
2. *Water Treatment Work Group*
- a. Employees in the Water Treatment Work Group only are permitted to wear shorts so long as same does not violate OSHA or I-OSHA standards. The Employer shall designate uniform standards for shorts.
 - b. Employees in the Water Treatment Work Group shall wear uniforms provided by the City.
 - c. Clothing, shoes, and/or boots used by Employee must meet applicable safety standards including, but not limited to, OSHA or ANSI requirements.
3. *Meter Work Group*
- a. Employees in the Meter Work Group shall wear uniforms provided by the City.
 - b. The Employer shall provide Employees in the Meter Work Group one (1) set of rain gear and Muk boots over the term of the Agreement. Unusable gear may be turned into Employer for replacement one (1) time per year; additional replacement or lost gear to be replaced by Employee.
 - c. Employees in the Meter Work Group only are permitted to wear shorts so long as same does not violate OSHA or I-OSHA standards. The Employer shall designate uniform standards for shorts.
 - d. Employees in the Meter Work Group shall be entitled to one (1) hat per year.
 - e. Clothing, shoes, and/or boots used by Employee must meet applicable safety standards including, but not limited to, OSHA or ANSI requirements.

H. METER WORK GROUP

1. Any vehicular accident that involves an on-duty Employee in the Meter Work Group shall be reported to the Supervisor and shall be subject to City policy related to on- the-job accidents.
2. The October 9, 2018 Memorandum of Understanding between the parties dealing with the creation of a position of Meter Reader is hereby superseded and no longer in effect after December 31, 2021.
3. Employees shall have the ability to refuse or postpone service based upon an apparent safety or health hazards until there is Supervisor assistance to perform the required work.

I. BILLING AND ACCOUNTS WORK GROUP

1. City will reimburse tuition for courses previously approved by the Manager in which the Employee earns a grade of "C" or better with respect to non-required course work related to the Employee's work with the City. Employees seeking reimbursement under this provision must submit a "Tuition Reimbursement Request" form along with grade report(s) and receipt(s) for expenses to the Office of the Director of Public Works no later than thirty (30) days after completion of the course.
2. The Employer shall have the right to utilize non-bargaining employees to perform work otherwise performed by the Employees covered by this Agreement. Use of non-bargaining unit employees shall not result in the layoff of members of the bargaining unit.
3. There shall be an establishment of Employer/Employee committee to develop revised criteria and standards for suitable office attire that is consistent with City dress code.
4. The most senior employee currently working as a Data Processor may continue to work as a Data Processor (with job duties as currently defined for that position) for 2022 and succeeding years of this agreement at the standard increase in rate for other employees in the bargaining unit, but will not be able to advance to other Customer Service & Billing positions while holding that position.
5. The October 8, 2019 Memorandum of Understanding between the parties dealing with wage rates in the Billing and Accounts Work Group is hereby superseded and no longer in effect after December 31, 2021.
6. Employees in the Billing and Accounts Work Group may select vacation prior to March 1st as follows:
 - a. Three or fewer weeks for use between the Monday before Thanksgiving and the end of the last pay period of the calendar year, in order to provide for efficient operations.
 - b. Additional weeks, if available, for use during other times of the year.
 - c. Vacation requests are subject to approval by the employer.

I. CONSTRUCTION & MAINTENANCE WORK GROUP

January 1, 2025 through December 31, 2028

1. Employer shall make available a take-home vehicle for the Job Leader when on stand-by. The use of the take-home vehicle shall be subject to applicable City policy and procedure concerning the use of City-owned vehicles.

[SIGNATURE PAGE FOLLOWS]

January 1, 2025 through December 31, 2028

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2015 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

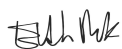
**TEAMSTERS LOCAL UNION
NO. 364**

**Affiliated with the International
Brotherhood of Teamsters of
America**

James Mueller, Mayor

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

*(Signature Page to Supplemental Agreement between City of South Bend, and
Teamsters Local Union No. 364, Water Works Division)*

**SUPPLEMENTAL AGREEMENT TO THE CITY OF SOUTH BEND –
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT**

DEPARTMENT OF COMMUNITY INVESTMENT

NEIGHBORHOOD SERVICES

Neighborhood Services and Enforcement—NEAT Crew Work Group

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the master Agreement entered into between the parties and made effective January 1, 2025.

A. **WAGES**

1. Wages in the following classifications will be paid as follows:

Staff Positions	2024 Rate \$	2024 Equivalent Rate \$*	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
<i>Code Enforcement Work Group (NEAT)</i>						
NEAT Crew Operator	20.88		22.76	23.44	24.15	24.87

2. Employees shall receive attendance pay according to the following schedule, should the employee have no unexcused absences (call offs) during the year, or the following number of sick days:

\$250 annually for no missed days
\$150 annually for one (1) missed day
\$100 annually for two (2) missed days

Attendance pay will be paid out the following January. Attendance pay will not be prorated and the employee must be employed at the time of the annual payout.

3. Employees validly holding a CDL that is required by their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee is required to hold:
- a. Class A unrestricted: \$1.25 per hour
 - b. Class A: \$1.00 per hour
 - c. Class B: \$0.75 per hour
4. Employer shall reimburse Employees for CDL testing according to the following schedule:
- a. First attempt: \$200.00

- b. Second attempt: \$150.00
- c. Third attempt: \$100.00
- d. All other attempts: \$0.00

B. NEAT CREW WORK GROUP

1. Hours Of Work. Hours of work are as set by Neighborhood Services and Enforcement Management.

The City and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the City to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The City shall provide notice to Employees prior to any adjustment in hours of work.

2. Stand-by Status. Each Employee must be available Monday through Friday to receive only one (1) hour of standby pay. Each Employee that is on Stand-by Saturday and Sunday must be available to receive one (1) hour pay Saturday and Sunday. Employees will rotate this duty on weekends. When an Employee is on standby, the Employee will be paid standby pay.

C. UNIFORMS AND SAFETY SHOES

The Employer shall provide all regular, full, time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer.

The Employer shall provide five (5) T-shirts for all new field operation Employees. After one (1) calendar year, the Employer shall provide up to five (5) T-shirts for T-shirts originally provided by the Employer as replacement for those T-shirts that have become worn out or damaged during the line of duty. The Employer shall provide one (1) set of Muk boots over the term of the Agreement.

The Employer shall designate the specifications for all safety shoes and safety-related equipment and clothing.

1. NEAT Crew Work Group.

Employees in the NEAT Crew Work Group shall have the option of five (5) sweatshirts with the City logo in exchange for five (5) uniform shirts or t-shirts.

Nothing in this provision is intended to permit an Employee transferring into the Neighborhood Services and Enforcement—NEAT Crew Work Group who has been issued comparable gear from another Work Group or Division to be deemed eligible for additional uniforms or protective gear over and above those designated in this section. All clothing, shoes, and/or boots must meet applicable safety standards including, but not limited to OSHA or ANSI requirements.

[SIGNATURE PAGE FOLLOWS]

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2025 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

**TEAMSTERS LOCAL UNION
NO. 364**

**Affiliated with the International
Brotherhood of Teamsters of
America**

James Mueller, Mayor

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

*(Signature Page to Supplemental Agreement between City of South Bend, and
Teamsters Local Union No. 364, Neighborhood Services and Enforcement—NEAT
Crew Work Group)*

**SUPPLEMENTAL AGREEMENT
TO THE CITY OF SOUTH BEND -
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT**

DEPARTMENT OF ADMINISTRATION & FINANCE

INTERNAL SERVICES

Building Maintenance - SBPD Work Group

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the master Agreement entered into between the parties and made effective January 1, 2025.

A. WAGES

1. Wages in the following classifications will be paid as follows:

Staff Positions	2024 Rate \$	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
<i>Building Maintenance Work Group</i>					
Police Facility Operations Technician I	17.87	19.48	20.06	20.66	21.28
Police Facility Operations Technician II	19.49	21.24	21.88	22.54	23.21
Police Facility Operations Technician III	22.82	24.87	25.62	26.39	27.18

Any Employee who is temporarily assigned to work in a higher job classification will be paid the rate for the higher job classification for actual time worked, on a completed shift basis, as also set forth in Article 22 of the Master Agreement.

B. HOURS OF WORK

The normal schedule of hours of work for Building Maintenance Division Employees shall consist of eight (8) consecutive hours per day, five (5) days per week, Monday through Friday.

C. STAND-BY

The Police Facility Operations Technician Employees shall be paid three (3) hours per week for stand-by pay. To receive stand-by pay each employee must be available

January 1, 2025 through December 31, 2028

Monday through Friday for one (1) hour pay and must be available Saturday and Sunday to receive one (1) hour pay for each day.

D. CERTIFICATION PAY

Certification pay will be given to Facility Operations Technicians for training and demonstrated competency in an amount up to twenty-five (\$.25) cents for each certification with a maximum of two (2) certifications. The certification must be approved by Employer.

E. UNIFORMS

The Employer shall provide all regular, full, time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer.

The Employer shall provide five (5) T-shirts for all new field operation Employees. After one (1) calendar year, the Employer shall provide up to five (5) T-shirts for T-shirts originally provided by the Employer as replacement for those T-shirts that have become worn out or damaged during the line of duty.

The Employer shall designate the specifications for all safety shoes and safety-related equipment and clothing.

[SIGNATURE PAGE FOLLOWS]

January 1, 2025 through December 31, 2028

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2025 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

**TEAMSTERS LOCAL UNION
NO. 364**

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Brotherhood of Teamsters of
America**

James Mueller, Mayor

Robert R. Warnock, III, President

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

*(Signature Page to Supplemental Agreement between City of South Bend and
Teamsters Local Union No. 364, Building Maintenance Work Group)*

January 1, 2025 through December 31, 2028

**SUPPLEMENTAL AGREEMENT
TO THE CITY OF SOUTH BEND -
TEAMSTERS LOCAL UNION NO. 364 AGREEMENT**

DEPARTMENT OF ADMINISTRATION AND FINANCE

INTERNAL SERVICES

Equipment Services Work Group

This Supplemental Agreement is entered into between the City of South Bend and Teamsters Local Union No. 364 as a supplement to the Master Agreement entered into between the parties and made effective January 1, 2025.

A. WAGES

1. Wages in the following classifications will be paid as follows:

	2024 Rate \$	2024 Equivalent Rate \$*	2025 Rate \$	2026 Rate \$	2027 Rate \$	2028 Rate \$
<i>Equipment Services Work Group</i>						
Building Maintenance	22.00	24.00	24.72	25.46	26.23	27.01
Body Repair IV	21.62		23.57	24.27	25.00	25.75
Body Repair V	22.81		24.86	25.61	26.38	27.17
General Laborer (Janitor)	20.00		21.80	22.45	23.13	23.82
Machinist IV	29.29		30.17	31.07	32.01	32.97
Machinist V	32.12		33.08	34.08	35.10	36.15
Mechanic III	27.10		27.91	28.75	29.61	30.50
Mechanic IV	29.29		30.17	31.07	32.01	32.97
Mechanic V	32.12		33.08	34.08	35.10	36.15
Parts Clerk I	20.45	22.45	23.12	23.82	24.53	25.27
Parts Clerk II	21.04	24.04	24.76	25.50	26.27	27.06
Parts Clerk III		26.04	26.82	27.63	28.45	29.31

2. An additional ten cents (\$.10) per ASE test passed will be paid until a Master is earned up to one dollar and twenty-five cents (\$1.25) per hour for a Master Certification with a limit of two (2) Masters per Employee.

A second Master is an additional one dollar and twenty-five cents (\$1.25) per hour. A Mechanic must first receive a Master in auto or truck mechanics before receiving a Master in welding. A Machinist may receive a Master in auto mechanic or truck mechanic or welding. A Body Repair person must receive a Master in body work or auto mechanic or truck mechanic or welding. The first Master in any field must be received in that Employee's field of expertise in order to be paid the additional one dollar and twenty-five cents (\$1.25) per hour. A Parts Clerk may receive ASE Certification(s) at ten cents (\$.10) per hour up to one dollar (\$1.00) per hour for a "Master" and may receive two (2) "Master" Certifications. One of these must be the Parts Clerk Master, and the other may be either the Auto or Truck Master. Emergency Vehicle Technician (EVT) Certification will increase base rate of pay \$1.00 per hour. Any Employee working in the Equipment Services Work Group who holds a Masters certification as a Mechanic V as of the date of this Agreement will retain the Mechanic V position in the event that he or she fails to recertify. Failure to recertify, however, will result in a loss of Certification pay. An Employee who has obtained a Master or EVT Certification and has recertified for a period of time not less than ten (10) years shall not be required to retest or recertify in order to be eligible for Certification pay, provided that Employee provides the Employer with annual proof of the Certification(s) on or before March 1st of each year. However, upon direction or recommendation of the Qualifications Committee, such Employee may be required to take a refresher course.

It is the responsibility of the Employee to acquire and/or maintain his/her personal ASE Certifications, including registration and any fees, and to provide the Employer with proof of the Certification on or before March 1 of each year. Employees will be reimbursed for ASE tests passed. The registration fee will be pro-rated on the number of tests passed. Each ASE test passed will result in a ten cent (\$0.10) per hour increase in pay.

3. Job Leader will be paid thirty cents (\$.30) per hour in addition to his/her current classification.
4. Mechanic Vs will be positioned pursuant to the Qualifications Committee selections.
5. Shift Differential pay within the Equipment Services Work Group shall be One Dollar and Fifty Cents (\$1.50). All employees who have Shift Differential as part of their normal hourly rate will have Shift Differential

added to the Employee's base rate of pay, for all compensated hours. All other Shift Differential provisions in Article 5, Paragraph D of the Master Agreement are incorporated by reference. This provision incorporates and includes the provisions of the Memorandum of Understanding between the parties dated July 24, 2018.

6. Employees validly holding a CDL that is required by their job description and job responsibilities shall receive premium pay as follows, according to the level of CDL the employee is required to hold:
 - a. Class A unrestricted: \$1.25 per hour
 - b. Class A: \$1.00 per hour
 - c. Class B: \$0.75 per hour

B. HOURS OF WORK

The normal schedule of hours of work consists of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday. No 40-hour work week will be guaranteed.

The City and the Union acknowledge that with the implementation of Daylight Savings Time it may be necessary for the City to adjust the hours of work in order to provide for a safe and efficient working environment for Employees. The City shall provide notice to Employees prior to any adjustment in hours of work.

There are two fifteen (15) minute breaks during an eight (8) hour shift. If an Employee is held over for an additional four (4) hours of work, the Employee shall be granted an additional fifteen (15) minute break during the additional four (4) hours of work.

C. UNIFORMS AND TOOL/PROTECTIVE GEAR ALLOWANCE

1. Uniforms.

- a. The Employer shall provide all regular, full-time field operation Employees with eleven (11) sets of fitted uniforms and maintain same. All Employees shall wear clean uniforms as provided by the Employer.

The Employer shall provide five (5) T-shirts for all new field operation Employees. After one (1) calendar year, the Employer shall provide up to five (5) T-shirts or two (2) sweatshirts, at the Employee's choice, as replacement for T-shirts provided by the Employer that have become worn out or damaged during the line of duty.

Each Employee shall receive two (2) pairs of coveralls annually.

2. Tool Allowance.

- a. The tool allowance will be Eight Hundred Dollars (\$800.00) per year for Building Maintenance, Machinist IV, V, and Mechanics IIIs, IVs and Vs payable upon submission of a minimum of Fifty Dollars (\$50.00) in receipts. The allowance may be used for purchase of job-related tools.
- b. Tool insurance will be provided in case of total loss by theft or fire. The Employee will be reimbursed and must keep a current inventory including pictures of all tools with the supervisors. This list and these pictures must be updated every six (6) months.

D. EMERGENCY APPARATUS RESPONSE

1. On Call.

- (a) An Employee will be on call on a rotational basis (i.e., every three weeks) from Thursday at 5:30 *p.m.* to next Thursday at 6:00 a.m.
- (b) Each Employee who serves on call for this period of time will receive nine (9) hours of straight time pay.

2. Call-In

A two (2) hour minimum will apply if an Employee in the classification is called-in for any reason. The two (2) hour period commences at the time the Employee is called. Employees will log call-in hours.

F. TRAINING

The City will provide for an Employee's CDL training in an amount not to exceed Six Thousand One Hundred Dollars (\$6,100.00). The Employee shall have the responsibility for scheduling and attending CDL training during hours other than the Employee's regularly-scheduled work period. Once that Employee obtains a CDL, the Employee shall remain in the employ of the City for a period of at least one (1) year, or pay back to the City an amount to be determined by management, which reflects the cost of such training through payroll deduction. Newly hired Employees will be advised of this obligation at the time of hire.

Employees attending training must have their supervisor's prior approval. If training is

mandatory (i.e., required by the City), the Employee shall be paid for actual hours of training plus actual travel time to and from the workplace. If training is elected by the Employee (i.e., optional), the Employee shall be paid at their regular rate for the actual hours of training, not to exceed eight (8) hours.

City will reimburse tuition for courses approved by the Division Manager in which Employee earns a grade of "C" or better. Employees seeking reimbursement under this provision must submit a "Tuition Reimbursement Request" form along with grade reports and receipts for expenses to the Office of the Director of Public Works no later than thirty (30) days after course completion.

Any Employee working in the Equipment Services Work Group with ten or more years of seniority who holds a CDL will retain the Mechanic V rate of pay in the event that he or she fails to recertify their CDL due to a disqualifying health condition.

G. Employees, by seniority, can select one (1) holiday that they will not be required to work stand-by during stand-by season (in accordance with holiday schedule).

H. Management will not perform work normally performed by the Bargaining unit.

I. Management will use its best efforts to provide notice during the first half (1/2) of the Employee's shift to the Employee who is required to work weekday overtime during winter snow removal months as necessary for public safety.

J. **SAFETY**
Safety is of utmost importance to the City of South Bend. Concerns or disagreements about the safety of a vehicle to be placed into service should immediately be reported to the Director of Equipment Services or his/her designee for a decision. Management will use best efforts to ensure coverage on the shop floor.

[SIGNATURE PAGE FOLLOWS]

January 1, 2025 through December 31, 2028

This Supplemental Agreement shall be in full force and effect, together with all other provisions of the City of South Bend - Teamsters Local Union No. 364 Agreement not herein modified, from January 1, 2025 until December 31, 2028, and will continue in full force and effect from year to year thereafter, unless notice in writing is given by either party at least sixty (60) days prior to June 1, 2028 or June 1 of any year thereafter to modify non-economic items in said Agreement.

CITY OF SOUTH BEND, INDIANA

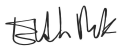
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CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: October 8, 2024

(Signature Page to Supplemental Agreement between Ci-ty of South Bend, and Teamsters Local Union No. 364, Equipment Services Work Group)

