

1 BILL NO. S-14-06-61

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE of the Common Council fixing,
4 establishing and ratifying compensation for
5 certain City Utilities employees of the City of
6 Fort Wayne, Indiana, represented by the
7 INTERNATIONAL ASSOCIATION OF
8 MACHINISTS AND AEROSPACE WORKERS
9 LOCAL LODGE #2569.

10 WHEREAS, this Council is required to approve all collective
11 bargaining decisions with regard to annual pay and monetary fringe benefits;
12 and

13 WHEREAS, an agreement has been reached by and between
14 the City of Fort Wayne, Indiana, and the International Association of
15 Machinists and Aerospace Workers Local Lodge #2569 – City Utilities –
16 through collective bargaining as authorized and envisioned by the City's
17 ordinances; and

18 WHEREAS, said agreement is for three (3) years (2014, 2015
19 and 2016), but pursuant to Indiana law, the compensation provided for therein
20 must be annually ratified; and

21 WHEREAS, this ordinance is necessary to ratify, fix and
22 establish such compensation for said City Utilities employees of the City of
23 Fort Wayne, Indiana, represented by the International Association of
24 Machinists and Aerospace Workers Local Lodge #2569 – City Utilities for the
25 years 2014, 2015 and 2016 and to approve the other provisions of said
26 agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

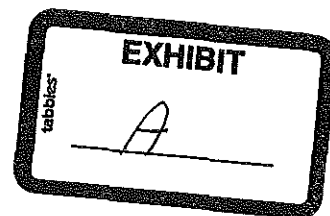
SECTION 1. The **2014-2016 Collective Bargaining Agreement City Utilities** by the between the City of Fort Wayne, Indiana, and the International Association of Machinists and Aerospace Workers Local Lodge #2569, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein and on file in the Office of the City Clerk and available for public inspection, is hereby approved and ratified.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY


Carol Helton, City Attorney



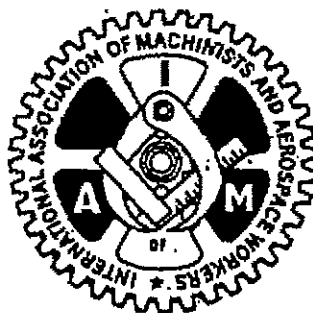
AGREEMENT

BETWEEN



CITY OF FORT WAYNE / CITY UTILITIES

and



**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS 2569**

January 1, 2014 thru December 31, 2016

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CITY UTILITIES

PREAMBLE

The parties to this Agreement are the City of Fort Wayne, Indiana ("Employer") and Local Lodge 2569, District 90, International Association of Machinists and Aerospace Workers ("Union").

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. However, nothing recited in this paragraph shall be construed to provide the sole basis for a grievance.

ARTICLE I - PURPOSE

The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions, and to establish a basis for the cooperative solution of industrial relations problems by responsible

parties, to the end that a spirit of peace and cooperation be maintained. However, nothing recited in this paragraph shall be construed to provide the sole basis for a grievance.

ARTICLE II - RECOGNITION

Section 1. Exclusive Representative. The Employer hereby recognizes the Union as the exclusive representative of: all service, maintenance, professional, technical, support office and clerical employees of the City Utilities; excluding "Confidential," "Supervisory," and "Seasonal" employees as determined by City Ordinance G-16-92, a copy of which is attached hereto as Addendum "A" and as determined in City Ordinance G-22-92 a copy of which is attached hereto as Addendum "B." Employees designated as "Professional" shall remain in the Unit unless a majority of those so designated elect to do otherwise in accordance with City Ordinance G-16-92. Nothing in this section shall require the Employer to recognize the Union as the exclusive representative of any current employees of the City Utilities who are not members of the bargaining unit as of the effective date of this Agreement.

Section 2. Transferred Employees. It has been agreed that City Utilities Management and representatives of the IAM City Utilities Union and representatives from any other affected union shall discuss, implement if mutually agreed upon, issues related to Union membership and representation of employees transferred to or made a part of City Utilities that are members of a union other than IAM Local Lodge 2569.

Section 3. Commonality of Work. Should a commonality of work exist between positions currently recognized within the bargaining unit, and any newly created positions, said "new" position shall become a part of the bargaining unit. If no commonality exists between newly created positions and those currently recognized as IAM positions in City Utilities, those

positions may enter the bargaining unit pursuant to the City's Collective Bargaining Ordinance.

Section 4. Seasonal/Internal. "Seasonals" shall be defined as those individuals who are not employed on a year round basis, but rather have been hired for periodic seasonal needs. Their tenure is not to exceed one hundred fifty (150) calendar days.

"Interns" are individuals who typically work for college credit or some nominal remuneration. These individuals are employed for a predetermined amount of time, generally, to complete a specific apprentice type of project. City Utilities management will notify Union of the maximum number of interns anticipated to be hired in each department within City Utilities by April 1 of each year covered by this Agreement.

ARTICLE III - COVERAGE

Section 1. Provisions Binding City of Fort Wayne. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any governmental unit presently a unit of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer, or assignment of property owned, leased, managed, or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. Provisions Applicable. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any Executive Department of

the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any Executive Department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including but not limited to the right to determine the work to be performed by employees: to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for just and sufficient cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force, to establish standards and methods, to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be

subject to the grievance procedure, either upon promulgation or application of the rule in dispute. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least fifteen (15) working days in advance of the effective date, which copy shall be delivered to the Union President or the Chairperson of the committee established in Article VI, Section 2.

Section 3. Policies. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified at least fifteen (15) working days in advance of the effective date, which copy shall be delivered to the Union President or the Chairperson of the committee established in Article VI, Section 2.

ARTICLE V - UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership: Consistent with the applicable provisions of this Agreement, the Employer shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement shall either become a member of this Union and pay dues thereto or, in lieu thereof, shall pay an amount equal to the Union's initiation fee and shall thereafter pay to the Union each month, either directly or through payroll deduction, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first day following completion of their probationary period, which shall be the employee's 91st day of employment.

Each member of the bargaining unit covered by this Agreement who has not become a member of the Union, or in lieu thereof has not tendered the equivalent of Union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the Union by certified mail, with a copy to the Director of Human Resources, that failure to pay either dues or Agency shop fees within ten (10) days following receipt of such notice shall result in termination of employment.

If certified mail has been sent to last known address furnished to Union and has been returned because of failure of person to accept by signing for or whatever reason, this shall still constitute proper notification and City will proceed with its obligations under the contract. The Employer shall, within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union, discharge any member of the recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of the bargaining unit covered by this Agreement, whose employment is terminated because of any provision of this Article, or the Union, shall have any claim for loss of time, wages, or any other damages against the employer because of agreeing to this Article of this Agreement.

The employer will accept a signed Dues Deduction Authorization, or Agency Fee Deduction Authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or fees, to the Union (certified by the Secretary-Treasurer of the Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this

Agreement. However, any such Authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. The parties recognize that the employees represented by the Union have accepted the sixty (60) day period referred to herein by execution of dues deduction authorization cards. Employees who are members of the bargaining unit, but do not wish to be members of the Union shall still pay a "representation" fee. The Union shall inform the City by January 1 of each year the amount of any annual "representation" fee if a change in the fee is required.

Deduction of union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made. The Employer shall also inform the Secretary-Treasurer why a deduction was not made for any employee whom the Union had been receiving deductions from.

ARTICLE VI - UNION REPRESENTATION

Section 1. Agents' Access. Upon prior notice to the Director of Human Resources or his/her designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to

such agent, occurring while he is on the premises of the Employer.

Section 2. Committee. The Employer will recognize three (3) committee members, no more than two (2) from any department of City Utilities in which a bargaining unit member is employed, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the Union committee, steward, nor any employee for necessary time consumed in conferences with representatives of the Employer in connection with legitimate collective bargaining business, or contract negotiations, or grievance handling, or for reasonable approved time spent investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union between employees and Union officials, provided however, that no more than one committee member from the same department may be excused from regularly scheduled work time for processing any one grievance through the arbitration of said grievance. Conferences for the handling of such business shall be held during normal day shift business hours of the Employer. The Employer will accommodate the Union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

Section 3. Stewards/Grievance Processing. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "Employee" is defined as a person who is in the bargaining unit.

The Employer will recognize stewards in each department on each shift as designated by the Union upon notification to the Employer in writing. The Union agrees that when possible, a steward will represent more than one department. Union representatives shall be afforded such

reasonable time as necessary to carry out their responsibilities as defined by this Article. Any steward or Union official who finds it necessary to leave their work station to transact legitimate business may do so after so notifying their supervisor, subject to the limitations set forth in Section 2. If necessary to go into another department, the steward will notify the supervisor of that department that they are in the department on legitimate business. The Union agrees to make every effort, in the processing of grievance matters, to minimize interference with production and the orderly operation of the Employer and to conduct themselves in a professional manner.

Section 4. Employee Grievance Filing. The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the Employee in the presence of a recognized steward of his right to Union representation.

Section 5. International/Business Representatives. Nothing in this Article shall be construed as the right to deny the International Representative or Business Representative the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the grievance procedure.

Section 6. Grievance Withdrawal. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Disciplinary Layoff/Discharge. Employees in the unit will not be given a disciplinary layoff or be discharged, without first being given the opportunity for a fair and impartial hearing with the Director of Human Resources, or at his/her discretion designate a representative. Such employee shall be afforded the right to be accompanied and represented by two members of the Union Committee, his/her steward and/or full-time representative(s) of the Union during said hearing. Such hearing shall be held within ten (10) working days of the

occurrence of the matter which necessitated the hearing and the decision rendered within ten (10) working days following the hearing, unless the City and/or Union needs more time for investigation, before or after the hearing, and requests an extension which should be mutually agreed to by both Management and the Union. Furthermore, the Union will be furnished with a list of charges, in writing, at least three (3) working days prior to the hearing so that proper investigation and representation can be afforded the employee.

Section 8. Non-Discriminating. Designated Union representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving. In this regard, complaints filed by the Union which allege violations of this Section shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved in the complaint. Where such investigations reveal there is reason to believe the Union representative's rights have been violated, the Employer will take necessary corrective action.

Section 9. Time Bank. The City shall grant the union a "Time Bank" of 400 hours to be used at the union's discretion annually by either members of the union's Civil City bargaining unit or the union's City Utilities bargaining Unit. The 400 hours is the total for both units. The "Time Bank" will be funded by Local Lodge 2569 or its members. No hours may be taken if an insufficient amount of dollars to cover the requested time is on deposit with the Controller's Office. Said union time bank hours shall not be carried over from year to year; however, any unused cash deposits made by Local Lodge 2569 or its members may be carried over from year to year. Additionally, City Management shall grant the Civil City and City Utilities Bargaining

Units an "Executive Time Bank." Hours for the "Executive Time Bank" shall be granted each month in the following manner: Union President, 4 hours; Union Vice President, 2 -hours; Union Recording Secretary, 2 hours; and Union Secretary-Treasurer 4 hours. Said union "Executive Time Bank" hours shall be paid by the Civil City and City Utilities. The "Executive Time Bank" hours shall not be carried over from month to month.

ARTICLE VII - GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall mean, and be limited to, a difference of opinion between the Employer and the employee or employees, or the Union, concerning the Employer's compliance with a specific provision or provisions of this Agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the grievance procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the grievance procedure set forth in this Article, The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1 through 3 of the grievance procedure set forth in this Article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the Employer's action which gave rise to the alleged grievance, but not more than thirty (30) days following the action.

Section 3. Grievance Procedure: The grievance procedure shall be as follows:

Step 1. The grievance shall be written and presented by the aggrieved employee and/or

Union representative to his/her immediate supervisor. The immediate supervisor must give his/her written answer within three (3) working days, weekends and holidays excluded.

Step 2. If no satisfactory settlement is reached on Step 1 within three (3) working days, the grievance shall be in writing and advanced to Step 2 by the Union representative who will discuss the grievance with the Director of City Utilities, or his/her designee. Within three (3) working days, the Director of City Utilities or his/her designee shall give his written answer.

Step 3. If no satisfactory Settlement is reached in Step 2, the Union shall forward the grievance within ten (10) working days to the Director or Interim Director of Human Resources. The Director or Interim Director of Human Resources will arrange to meet with the Union Committee within ten (10) working days after receipt of such grievance. Within ten (10) working days following, the Director or Interim Director of Human Resources will render his/her decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the Employer and the Union shall select in order the next available next available arbitrator as listed from a list of 5 arbitrators' as agreed to by the Union and the Employer. This list shall be evaluated yearly, and if an arbitrator is no longer available or mutually unacceptable he or she will be replaced by mutual agreement with another arbitrator to be used as last on the list. (List of possible arbitrators attached.)

The arbitrator shall not have the authority to alter, amend or change the terms or

provisions of this agreement, and their decision shall be limited to the particular grievance in question. The arbitration decision shall be final and, binding on the parties, and failure to implement or accept the arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.

The Union and the Employer shall equally share the fee of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance. The arbitration costs, if time limits are not met by the City, and the Union's position is supported in arbitration, the City will pay the Arbitrator's costs. The Union has the option to move the grievance to the next step or wait for an answer.

Section 5. Back Pay: In the event back pay is awarded to an employee by virtue of the settlement of a grievance or an arbitration award, the Employer shall, in addition to all other statutory and customary withholdings, withhold, and forward to the Union, all unpaid union dues, or representation fees, due for the period covered by the back pay award.

ARTICLE VIII - SENIORITY

Section 1. "Seniority" Defined: "Seniority," as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within the Bargaining Unit,

from the most recent hiring date. "Hiring Date" as used herein, means the first day for which a seniority employee received pay. The Employer shall furnish the Union every month with list of all employees in the bargaining unit to be provided at City expense, and every three months with an accurate list of all employees of the City Utilities, cost to be borne by the Union.

If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's Social Security Number, that is, the Employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined: "Seniority Employee," as the term is used in this Agreement, shall mean an Employee having completed ninety (90) calendar days of employment.

Section 3. Probation: Each new employee shall be considered on a probationary basis for ninety (90) calendar days. During this period, retention of the employees shall be entirely at the discretion of the Employer and not subject to review under the grievance procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth. Employees who transfer into the bargaining unit shall serve a probationary period equal in length to the trial period as defined in Article IX.

Section 4. Administration of Seniority: In administering this Agreement, the principle of seniority shall be the determining factor in effecting layoffs, recalls, promotion, demotions, and in respect to other working conditions unless otherwise specifically stated in this Agreement.

An employee who transfers to a job outside the bargaining unit shall retain but not accumulate seniority during the time of such transfer. In the event such employee returns to the bargaining unit, he/she shall be entitled to whatever rights and privileges such retained seniority

entitles him/her to without prejudice. It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification.

However, it is expressly agreed and understood that the Employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not be limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority: Seniority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

- (A) The Employee quits.
- (B) The Employee retires.
- (C) The Employee is discharged.
- (D) The Employee is laid off for a period of more than eighteen (18) months.
- (E) The Employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.
- (F) The Employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this agreement or

doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.

ARTICLE IX - TRANSFERS AND PROMOTIONS

Section 1. Job Vacancies: Subject to the provisions of this Agreement, and in accordance with the following procedure, an employee with the minimum qualifications and greatest seniority shall be given preference in filling job vacancies.

A. All job vacancies, except vacancies pursuant to Sections 3 and 4 of this Article shall be posted for bid in all departments of the Bargaining Unit for five (5) working days. Once a position has been vacated by an Employee, and the vacated position posted, the posting shall be good for only three (3) calendar months. If a position has not been filled by the Employer within three (3) months from date of expiration, then the job vacancy must be posted after the three (3) month expiration.

B. Employees shall have the right to bid on all posted job vacancies with first consideration being given to bidding employees who already work in the department where such vacancy exists.

C. If no bidding employee within the department meets the minimum qualifications, then bidding employees from other departments within the bargaining unit shall be considered for the job vacancy. In the event no bargaining unit employee submits a bid notice with resume for the vacancy, and there are no qualified bargaining unit employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee awarded a new job shall be transferred to the job awarded within fifteen (15) working days from the date of the expiration of the posted

notice, or such other period of time agreed to by the Employer, the Union and the transferred employee. Employees assigned or transferred pursuant to this procedure or Sections 3 or 5 shall be given a trial period of thirty (30) working days to prove capabilities. Both the Employer and the Union Member shall have the same thirty (30) working days for either self disqualification or disqualification by the Employer.

1. During trial period, employees may disqualify themselves at any time up to and including thirty (30) working days after commencing the job and return to previous job.

D. Employees awarded a job bid from above shall, from the date of such successful bid, thereafter be restricted from bidding again for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such demotion has occurred, such employee shall be eligible to bid as often as possible until such previously held higher labor grade is reached, at which time the normal time restriction of six (6) months shall again apply.

Section 2. Temporary Transfers: In the event an employee is temporarily transferred to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he/she shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he/she shall be paid the higher rated classification at the next higher increment to the rate he/she normally receives.

In the event an employee is transferred to work temporarily in a classification lower than his/her normal classification, he/she shall receive his/her regular rate of pay. The provisions of this Article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A Temporary Transfer shall not continue beyond thirty (30) working days.

A Temporary Assignment is defined as one not exceeding five (5) working days and may be done at the discretion of the Employer. Assignments which exceed five (5) working days are defined as Temporary Transfers and will be accomplished by following the provisions of Section 4 of Article VIII. It is further agreed that in effecting temporary assignments or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer. A temporary transfer is defined as any transfer that removes an employee from his/her seniority bid position.

Section 3. Vacancies Filled by Mutual Agreement: Notwithstanding any of the provisions of this Article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 4. Relocated Jobs: Whenever an employee's job is relocated outside the bargaining unit, such employee shall have the option of remaining in the bargaining unit and such employee may bump in accordance with Section 6.

Section 5. Disqualifications: An employee who is transferred to a "bid" job as provided in Section 1 or an employee who is transferred to a "bump" job as provided in Article X, Section 1 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant steward/union representative, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his/her previous job without prejudice.

The employer may temporarily assign employees to fill vacancies until the successful

bidder is transferred.

Section 6. Shift Preference: Employees shall be granted shift preference by classification within departments where shift work exists based upon bargaining unit seniority. However, employees exercising shift preference which results in movement from one shift to another shall be restricted from again exercising seniority to move from one shift to another for a period of six (6) months from the date of the previous move.

ARTICLE X - REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs: In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the layoff or in lieu thereof shall be granted ten (10) days pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article VIII, Section 4 and Article IX, Section I, the last employee hired in the classification to be the first to be laid off and so on. In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an employee having greater seniority, the affected employee will bump the lowest seniority employee in the same labor grade and in a classification he would be qualified for other than a steward, committee member, or union officer provided the affected employee has the minimum qualifications to perform the job. If no such position exists in the same labor grade, the next lowest would be used to labor grade 1, and if all labor grades have been exhausted and employee does not meet minimum qualifications, he shall be placed on lay-off status with recall rights per Article X, Section 2.

Section 2. Recall: In restoration of forces, employees shall be restored in reverse order of layoff, if available; availability for being restored to service in accordance with seniority will necessitate laid-off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address and/or telephone number supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid-off employee will be advised by the Employer by registered or certified mail addressed to his/her last address as supplied to the Employer, with a copy to the Union office, and should he/she fail to acknowledge the same within five (5) days after notice is sent of his/her intention to return to work or fails to report, unless a good and sufficient reason is given, he/she will be deemed to have voluntarily quit. Laid-off employees need not accept a part-time or seasonal position to maintain their recall rights.

No new help shall be hired until all employees have been recalled who meet the minimum qualifications. The Union shall be notified of any failure to recall based upon a lack of minimum qualifications.

ARTICLE XI
MANAGEMENT PERFORMANCE OF, OR CONTRACTING OUT,
WORK HISTORICALLY PERFORMED BY
BARGAINING UNIT EMPLOYEES

Management shall have the right to perform, or subcontract work of a kind or nature historically performed by bargaining unit employees, so long as the following provisions are complied with:

1. No bargaining unit employees who have five or more years seniority as of January 1, 2005, and who are affected by any decision to have management so perform or contract

work out will be offered less than, 40 hours per week. No bargaining unit employees who have five or more years seniority as of January 1, 2005, and who are affected by any decision to have management perform, or to contract work out shall suffer a loss in pay or wage rate.

2. No bargaining unit employees who have five or more years seniority as of January 1, 2005, and who are affected by any decision to have management perform or contract work out shall suffer a loss in pay or wage rate.
3. No bargaining unit employees who have five or more years seniority as of January 1, 2005, and who are affected by any decision to have management so perform or contract work out shall be laid off.
4. Work performed by employees in positions designated as "Confidential," "Supervisory," or "Professional" by the Common Council in the year 1992 or thereafter pursuant to the provisions of Ordinance G-16-92 (see Addendum "A"), shall not be considered work of a kind or nature historically performed by bargaining unit employees.

ARTICLE XII - HOURS OF WORK

Section 1. Work Week Defined. The week shall consist of one hundred sixty-eight (168) hours, made up of seven (7) consecutive twenty-four (24) hour periods. A "work" week shall begin at 12:01 a.m. Sunday and shall conclude at 12:00 midnight the following Saturday.

Section 2. Hours of Work Selection. The core hours for each department shall be established by management for a Monday through Friday work week.

Management shall determine the minimum staffing levels to cover the core hours by position title and department.

Once minimum staffing levels have been established, employees shall choose their work schedule within the department based upon Seniority (Article VIII, Section 1).

By agreement, Union and Management may establish other work schedules for any department. Regardless of the work schedules established, Union and Management will work together to establish a work flow that will satisfy customer and business needs, and employee satisfaction.

The following work schedules are considered the default options in all cases unless Union and Management agree otherwise in writing:

7:00 a.m. – 4:00 p.m. 1 hour lunch

7:30 a.m. – 4:30 p.m. 1 hour lunch

7:30 a.m. – 4:00 p.m. ½ hour lunch

8:00 a.m. - 5:00 p.m. 1 hour lunch

8:00 a.m. - 4:30 p.m. ½ hour lunch

8:30a.m. - 5:00 p.m. ½ hour lunch

Employees working schedules other than the core hours who abuse the parameters of the work schedule shall revert to the core hours and shall be subject to discipline, up to and including discharge.

Once established, work week schedules, with the exception of summer hours of work, may not be changed for the year established unless agreed to by the Employer and the Union. Work schedules must be set by December 1 of the prior year. Once the choice of work

week has been determined for an employee in a particular position, it shall remain in effect until the next reevaluation, unless a hardship occurs for the employee or for management. Should it be determined that a hardship exists, it shall be resolved by mutual-agreement.

Summer work week schedules must be set by May 1 of each year and shall be in effect for the period from May 1 through September 30. At the time of selection, employees shall indicate the specific start and stop dates for summer work week schedules within the May to September time frame. Exceptions to summer hours of work schedules may be made with the Director's approval.

Due to the nature of work in a department, management may assign second or third shifts, or weekend work. If work weeks involving second or third shifts, or weekend work, are established by management, it is agreed that the number of employees assigned to such work week schedule shall be the minimum necessary, in the opinion of management, to perform the work expected to be performed during second or third shifts or on weekends.

Section 3. Lunch Travel. Employees who must travel from the job site (not the office) in order to purchase lunch shall be allotted fifteen additional minutes for such purposes, which will be considered work time.

Section 4. Lunch Variations. Employees required to work beyond their regular scheduled shift for a period expected to continue for at least three (3) consecutive hours shall, be allowed thirty (30) minutes off to eat on or off the premises without loss of pay upon completion of the second hour of work. The employee must then return to perform the third hour of work. The policy expressed herein shall also apply to employees assigned unscheduled overtime, which interferes with normal meal periods.

Section 5. Rest Periods. A paid rest period of fifteen (15) minutes each shall be granted

in the first and second halves of the shift. Rest periods shall be free time for employees. The employees shall be on the job site ready to work at the expiration of the relief period.

ARTICLE XIII - REPORT-IN TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department in which work of his classification is available, or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

ARTICLE XIV - CALL-OUT TIME

(a) A call-out occurs when an employee ends his/her work shift, goes home or goes to a non-work-related location, and receives a call to report to a work site.

(b) Additional calls received while the employee is on a call-out do not constitute new call-outs,

(c) An employee who, after the end of his/her normal work shift, is called and requested to report back to a work site shall be paid for all hours worked with a minimum of four (4) hours.

(d) If mutually agreeable to the department head and employee, on a case-by-case basis, compensatory time may be used to compensate in lieu of pay for call-outs.

ARTICLE XV - VACATIONS

Section 1. (a) Vacation Earned. Employees who have completed the probationary period, shall from their date of hire accrue vacation at the rate of one and fifty-four hundredths

(1.54) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a two (2) week (10 days) paid vacation on completion of one (1) year (fifty-two weeks) of service. Employees upon completion of their first six (6) months of service may, with supervisor approval, use vacation time as it is accrued. Time that has not been accrued may not be taken.

(b) During the subsequent period of continuous service, employees shall continue to accrue paid vacation described above in Section 1. However, on the anniversary of the employee's completion of five (5) or more years of continuous service, the employee shall accrue vacation at the rate of two and thirty-one hundredths (2.31) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a three (3) week (fifteen days) paid vacation which time may be used as it is accrued with supervisor approval. Time that has not been accrued may not be taken. On the anniversary of the employees' completion of fourteen (14) or more years of continuous service, the employee shall accrue paid vacation at the rate of three and eight hundredths (3.08) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a four (4) week (twenty days) paid vacation which time may be used as it is accrued with supervisor approval. Time that has not been accrued may not be taken.

(c) Current employees who reach 20 years of service prior to or during the term of this agreement shall have the choice of taking a fifth week of vacation or receiving the longevity payment of 40 hrs. x (times) hr rate. The choice must be made by June 1, on an annual basis.

(d) Up to two (2) years accumulation of unused vacation shall automatically be carried over into the next calendar year. All vacation in excess of two (2) year's accumulation shall be forfeited at year's end.

Section 2. Vacation Sell Back. An employee may sell back to the City accrued vacation in excess of 80 hours. All requests to sell vacation back to the City must be made prior to November 1 of any year and shall be paid in the first pay period in December

Section 3. Vacation Pay/Vacation Schedule. (A) Vacation pay shall be the normal weekly straight-time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority. B) All bargaining unit members who are eligible for any weeks of vacation may take two (2) of such weeks of vacation on a daily basis, and eight (8) hours of vacation taken in hourly increments provided at least one (1) day's notification has been given to the employee's respective supervisor unless the absence is due to illness, personal business, or an emergency, in which case notification will be given by the employee at the first opportunity after the illness, personal business or emergency arises. All other vacations will be scheduled and taken in weekly increments and once scheduled and approved, will not be changed or interrupted, unless a department or employee emergency arises.

Section 4. Layoff/Termination/Death/Retirement. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check, vacation pay due for the contract year in which he is laid off or terminated on a pro-rated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro-rated vacation for the year in which the death occurs.

Pro-rated vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XVI - PAID HOLIDAYS

Section 1. Recognized Holidays: The following days are recognized as holidays:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day

Section 2. Holidays During Vacation:- If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Weekends: Any holiday which falls on a Sunday shall be celebrated on the following Monday, except for employees who work in continuously operating departments. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday, except for employees who work in continuously operating departments. If the preceding Friday or the following Monday are also holidays, the weekend holiday shall be celebrated either on the preceding Thursday (if the holiday is on Saturday) or on the following Tuesday (if the holiday is on Sunday). The intent of this Section is to allow employees to receive five days pay for four

days work. Therefore, employees that have work weeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked as provided in Section 5 of this Article.

Section 4. Eligibility: Employees shall be paid for the holidays listed in Section 1 of this Article for eight (8) hours at their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked: All hours worked on any of the above-named holidays shall be paid for at double time based on the employee's regular rate plus the holiday pay, as provided in G-22-92, a copy of which is attached as Addendum "B."

Section 6. Holiday/Employees Day Off. If a holiday falls on a 4/2 employee's day off, he/she shall receive no compensation notwithstanding any other provision of this Agreement.

ARTICLE XVII- LEAVE OF ABSENCE

Section. 1 General rules for all leaves: All applications for leave of absence shall be in writing and submitted to the Personnel Department, and except in emergency shall be made prior to beginning of absence. Seniority will accumulate during leaves unless otherwise stated in the leave of absence. An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment. FMLA leave shall run concurrently with any other paid leave of absence that satisfies the requirements of the FMLA.

Personal leave: For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer. Personal leaves taken shall be without pay.

Sick leave: Employees who need time off for sickness or disability reasons shall be governed by the provisions of the FMLA if such time off qualifies for FMLA. In addition, if the leave qualifies for short-term disability payments, the employee shall have the appeal rights provided by the short-term disability program if there is a dispute concerning an employee's ability to return to work. The Employer has the right to refuse application to return to work until the applicant has been examined and approved by the Employer's doctor. In case of disagreement over physical condition, the employee can elect to see a third doctor at his/her expense. This doctor will be selected and agreed to between the Union and the Employer, and the decision of the third doctor shall determine the Employees ability to return to work.

Union leave: Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one (1) year and will be renewed for additional periods upon written request of the Union. Seniority and retirement benefits shall accumulate during such leaves of absence.

Section 2. Military Leave The Employer shall comply with all applicable state and federal military leave laws to provide leaves of absences and other required benefits to employees who are members of the military.

Section 3. Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

Section 4. Jury Duty:

- a. The employee is responsible to notify the Supervisor of the date/time he/she must appear in court as a witness or juror.
- b. An employee required to serve on a jury, or who is subpoenaed to appear as a witness in a court of law, will be paid his/her regular straight time pay for each of his/her scheduled days of work on which he/she is required to serve on the jury or appear as a witness as the case may be. Employees will not be required to report for work on the day they are required to serve as a juror or appear as a witness. It shall be the responsibility of each such employee to present to his/her supervisor a copy of the court summons or subpoena and a certificate from the Clerk of the Court showing the days served as a juror or a witness and the amount paid for jury service. This latter payment is to be remitted to the City immediately. Any employee called as a potential juror and not selected shall be required to return to work immediately after being notified that he/she has not been selected to serve. Said employee shall not lose pay for the time absent.
- c. No employee shall receive judicial leave time to appear in a judicial proceeding in which he/she is a party or has a monetary interest, unless the employee is the victim in a criminal proceeding. At the discretion of the supervisor, an employee may use vacation or personal time to appear in a proceeding in which he/she is a party or has a monetary interest.

Section 5. Death in Family-In the case of the death of a member of the immediate family, the employee shall be granted time off with pay to attend the funeral and attend to administrative details in accordance with the following:

- a. An employee who wishes to take time off due to the death of an immediate family member should notify his/her supervisor immediately.
- b. Bereavement pay is calculated on an employee's base rate of pay at the time of absence and will not include any special forms of compensation such as overtime. An employee is not paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day.

- c. The employee shall be granted a maximum of forty (40) consecutive work hours off with pay in the case of death of a Spouse, Child, Step Child, Parent, or Step Parent.
- d. The employee shall be granted a maximum of twenty-four (24) consecutive work hours off with pay in the case of death of a Father/Mother-in-law, Brother/Sister, Step Brother/Sister, Half Brother/Sister, Brother/Sister-in-law, Son/Daughter-in-law, Grandparent/Grandparent of Spouse, or Grandchild.
- e. The employee shall be granted a maximum of eight (8) work hours off with pay in the case of death of an Aunt/Uncle, Aunt/Uncle of Spouse, Niece, or Nephew.
- f. Relatives do not include previous spouses or relatives of such previous spouses or in-laws other than those named.
- g. Employees are required to complete a Request for Bereavement Leave form, along with a notice from the funeral home or an obituary in order to receive the bereavement benefit.
- h. Employees may also use available vacation and/or personal time for bereavement if additional time is needed or if the individual is not covered by this policy. Sick time may not be used for bereavement purposes.

ARTICLE XVIII- SICK LEAVE

Section 1. On January 1 of each year, all full-time employees shall receive no more or no less than five (5) Paid Sick Days off (40 hours) per year for use in conjunction with the employee's sickness or disability that prevents the employee from working in accordance with City Ordinance G-13-05-13. Paid Sick Days will not be granted until completion of the 90-day probationary period. Upon completion of the probationary period, Employees will receive Paid Sick Days prorated from the hire date until year's end.

Section 2. Paid Sick Days Utilized for Appointments. Paid Sick Days may be utilized for an absence due to the employee's sickness or injury or for any absence that qualifies for protection under the Family Medical Leave Act. Paid Sick Days also may be utilized by employees for scheduled medical appointments for the employee, employees spouse, and/or employee's child(ren), and when the employee acts as primary care giver for a member of his/her

immediate family, provided such appointments are made in advance, the Employer is notified of the anticipated absence, the Employer approves the sick time absence request in advance and attendance by recognized medical physician is verified. If an employee fails to produce verification of attendance by a recognized medical physician the employee will be required to use another form of time off, such as personal time, vacation time or comp time.

Section 3. Illness While At Work. Sick Leave Utilized For Appointment. Employees reporting for work, and who subsequently become ill, shall be compensated for the remainder of the shift, provided the employee is either sent home by the Employer, or the employee obtains a medical certificate indicating attendance by a recognized medical physician on the day of the absence.

Section 4. Injury At Work. Employees injured while in a duty status shall receive the Workmen's Compensation Benefits provided by State law.

Section 5. Payment For Injury At Work. If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift, including any applicable shift differential or other premium payment, during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury and the injury did not result in casting, suturing or overnight hospitalization, he/she shall be entitled to the benefits provided by i.e. 22-3-3-7. An employee may use Paid Sick Days, paid vacation or paid personal time during such temporary disability. However, if the employee uses Paid Sick Days, paid vacation or paid personal time during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws for those first seven (7) days if the disability continues

for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses Paid Sick Days, paid vacation or paid personal time following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws and have 2/3 of the Paid Sick Days hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her Paid Sick Days, paid vacation and paid personal time, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State worker's compensation laws unless the injury resulted in casting, suturing or overnight hospitalization.

If the injury resulted in casting, suturing or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State worker's compensation laws, the difference between the employee's normal straight time hourly or weekly wage rate and any such worker's compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

Section 6. Paid Sick Days Certificate. Employees claiming absences charged to Paid Sick Days shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick

leave until such time as the pattern of abuse no longer exists. The questionable absence shall not be paid until the employer has received medical certificate. Provided such employee has received prior notification of such requirement in the presence of the steward or in writing.

Section 7. Retirement/Resignation. The City shall pay frozen sick banks in accordance with General Ordinance G-7-13, as amended.

ARTICLE XIX - INSURANCE

The Employer agrees that life, medical, dental and long-term disability insurance benefits shall be extended to all bargaining unit employees and will remain in full force and effect for the life of this Agreement. Members may participate in City health plans at the rates set for participation in such plan. Effective January 1, 1996, Long Term Disability shall be paid at 60%.

Each employee who, after twenty (20) years of City service, retires from the City, shall receive a life insurance policy in the amount of ten thousand dollars (\$10,000) at no cost to the employee for the rest of his life.

Employees who retire under the terms of any of our recognized retirement programs with twenty (20) years of City service or under disability with the minimum of five (5) years of service shall be eligible to participate in the current group plans at the rate paid by current full-time employees. This benefit is not retroactive to anyone who retired prior to January 1, 1999. The insurance will be the same as carried by active members, and will remain in effect until the retiree and/or spouse (if covered under the insurance plan at the time of retirement) is eligible for Medicare/Medicaid. The retiree's spouse at the time of retirement will be able to continue this benefit until he/she becomes eligible for Medicare, irrespective of the retiree's eligibility for

Medicare. Upon the death of a retiree, the spouse may continue coverage until he/she is eligible for Medicare/Medicaid.

This election must be made within thirty (30) days of retirement or shall be lost.

Should the City change its insurance plan(s), the retiree may select the new plan that most resembles the plan in which the retiree was enrolled at the time of retirement.

Retirees, who continue their careers with another employer that also offers a health insurance plan to its employees, will have the option to terminate with the City's plan within 30 days of loss of coverage when that employment ends.

To re-enroll the retiree will be required to provide the City Benefits Administrator with a HIPPA certificate of creditable coverage (which the former employer has to provide to every employee who leaves its plan) within 30 days of losing that coverage.

The retiree would return to any available plan offered by the City. The Benefits Administrator will be available to assist the re-enrolling retiree in understanding the available options.

Retirees who opt to enroll in his/her spouse's employer's health insurance plan may continue the City's plan as the secondary plan. Under this arrangement, the costs not covered by the spouse's plan could be paid by the City's plan provided the procedure/item is covered by the City's plan for active employees.

Coverage will be provided for the retiree's eligible family members as of the time of retirement. While family members may be deleted from the plan, new members (new spouse, stepchildren) in the family cannot be added.

Retirees and their families will be allowed and encouraged to participate in any wellness programs provided by the City to active employees.

ARTICLE XX - PENSIONS

Section 1. PERF. All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where withdrawals have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions that must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

ARTICLE XXI - SAFETY, HEALTH AND SANITATION

Section 1. Safety and Health Committee. A joint Safety and Health Committee will be established for the purpose of making constructive recommendations to the Employer, the Committee will consist of not more than three (3) members, one (1) appointed by the Employer and two (2) employees appointed by the Union. A meeting may be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. Safety Inspection. Should a walk-around safety inspection of the Employer's

premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

Section 3. Uniform Allowance. Normal safety equipment, such as hard hats, aprons, and other protective clothing will be furnished by the Employer. Where needed, the Employer shall pay up to one hundred and fifty dollars (\$150.00) within a two year period for the cost of an eye examination and industrial safety glasses as approved by the Risk Management Department, with receipt of purchase. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer. Where safety shoes are required, the Employer shall reimburse the employee for the full actual cost of one pair of City-approved safety shoes per year when the employee provides the receipt for his purchase. The City shall provide one (1) set of City-approved inclement weather clothing (hat, gloves, jacket, and bibs/pants) from an approved vendor to the Utility Engineering Technicians, Construction Managers, Engineering Representatives, Designers, GIS Stormwater position and the CADD Technicians, upon request by the employee for the life of this contract.

Section 4. First Aid. The Employer shall maintain adequate first aid at all times. In addition thereto, the Employer shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job that requires transportation to a hospital.

Section 5. Washroom Facilities. The Employer shall furnish and maintain clean and adequate washroom facilities for employees. It is recognized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 6. Unsafe Work/Environmental Conditions. No employee in the bargaining unit

shall be required to perform any work that is unsafe or subjects the employee to environmental conditions that are likely to be injurious to his health.

Section 7. Break Area. The Employer shall provide an area as a designated break area for employees.

ARTICLE XXII - DISCRIMINATION

Section 1. Union Membership/Activity. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employees covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in the Union or attempt to encourage membership in another Union.

Section 2. Payment of Wages/Benefits/Policies. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Section 3. Violation Laws. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as amended by the Civil Rights Act of 1991, as well as the Equal Pay Act of 1963, executive order 11246 as amended by 11375, the Age Discrimination in

Employment Act of 1979 and the Americans with Disabilities Act will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement. However, if there is a conflict between any of the provisions of this Agreement and the requirements of the ADA, the requirements of the ADA shall prevail.

The parties recognize their obligation to cooperate in making reasonable accommodations for qualified individuals with disabilities.

ARTICLE XXIII - BULLETIN BOARD

Section 1. Exclusive use By Union. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the sole use of the Union for posting of matters relating to Union meetings and other Union matters.

ARTICLE XXIV - GENERAL PROVISIONS

Section 1. Discipline. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to.

The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Human Resources or his/her designee, or in failing to do so shall forfeit any right to take disciplinary action for such offense, except this may extend to twenty (20) working days if the Employer notified the Union during the ten (10) work day period.

Section 2. Gender. Whenever the male gender is used in this Agreement, it shall include

the female gender where applicable.

Section 4. Supervision. Employees of this bargaining unit shall be supervised by and responsible to a designated supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's immediate supervisor, a supervisor will be designated in writing to fill in during his absence. This section shall not be construed to require supervision on the working premises at all times.

Section 5. Full-Time Employment/Inclement Weather. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather will be assigned to perform such work as the Employer can provide without regard to the classification within which such work normally would be scheduled and the Employer will not suffer any grievance or additional liability for such action. For purposes of this section, inclement weather is defined as environmental conditions that subject the employee to unreasonable discomfort.

Section 6. Reporting Location/Transportation. Employees shall be assigned to report for work at one specific location. Subsequent to reporting, the Employer will be responsible for providing transportation from the reporting site to the job site.

Section 7. Private Vehicle/Job Travel. Employees, required to use their private vehicle to travel from one job to another, and/or to use their private vehicle for travel outside the City of Fort Wayne on business of the Employer, shall be reimbursed for each mile at the maximum

amount allowed by City Council Ordinance.

Section 8. Travel Expense. Employees, on travel assignments that necessitate overnight lodging, shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments. Employees shall abide by the City Policy and Procedures Manual # 608 - Travel Policy.

Section 9. Employee's Address/Telephone Number: An employee shall, at all times, keep his/her Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this section shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 10. Federal and State Laws: Should any of the terms of this Agreement become void or illegal because of applicable State or Federal law, or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by, such law or action shall become void, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms of the Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 11. Printing of Agreement. The agreement shall be printed in booklet form at the expense of the Employer and the Union and distributed by the Employer to each employee on the payroll as of the signing of the Agreement, as well as to each person who is hired or rehired. In addition, the Employer shall furnish a reasonable number of printed Agreements to the Union.

The Union will be provided a final draft for their review and signed approval prior to final printing. As part of their orientation, new employees hired in a position included in the unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward/Union Representative of the area in which they are initially assigned. The Steward/Union Representative will meet with the new hire for an orientation about the Union during business hours

Section 12. Political Participation. Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal, voluntary basis.

Section 13. Educational/Technical Programs. Employees completing management approved educational/technical programs with a passing grade, which is defined as a "C" or better in a graded program and a "pass" in a pass in a pass/fail program, shall be reimbursed full cost for such courses.

ARTICLE XXV - PERSONAL TIME

Section 1. Personal Time. Effective January 1, 1997, employees hired after December 31, 1996, commencing with the completion of one (1) year's service, will receive five (5) personal days per year. These employees shall elect to maintain five (5) personal days or to receive pay for two (2) days equal to sixteen (16) hours x hourly rate based on foregoing two (2) personal days. Notification of electing five (5) personal days or three (3) personal days with two (2) days pay

must be made ten (10) working days after ratification of this agreement for the year 2010 and by November 1 of the preceding year for each year covered by this contract. This payment shall be made in the first pay period following the employee's anniversary date. Employees hired prior to January 1, 1997, commencing with the completion of one (1) year's service, shall receive five (5) personal days and shall receive a longevity bonus equal to twenty-four (24) hours x hourly rate per year and every year thereafter based on eliminating one (1) personal day and the additional personal day offered at five years or three (3) additional personal days. Notification of electing the additional three (3) personal days must be made ten (10) working days after ratification of this agreement for the year 2010 and by November 1 of the preceding year for each year covered by this contract. This payment shall be made in the first pay period following the employee's anniversary date. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. Except for good and sufficient cause, the employee will advise the Employer twenty-four (24) hours in advance of the absences. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro-rata basis, including applicable shift differential where applicable. All personal time may be taken in one (1) hour increments.

ARTICLE XXVI - OVERTIME AND COMPENSATORY TIME OFF

Except as otherwise provided herein:

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. (1) Employees shall receive compensatory time for overtime

worked as provided in G-22-92, a copy of which is attached as Addendum "B." (2) However, if mutually agreeable to the department head and employee, on a case by-case basis, an employee may be paid monetary compensation for overtime worked. (3) If the department head and employee are not able to reach agreement concerning the form of compensation to be given for overtime worked, the provision in Section 2 (1) above 'shall prevail.

A. Compensatory time to be accrued at one and one-half (1-1/2) times the hours actually worked in excess of forty (40) in any seven (7) day work cycle. Paid leave, other than the use of earned compensatory time and holidays, shall not be counted toward the forty (40) hour base.

Section 3. Records/Distribution of Overtime Work. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded. Persons on vacation, personal time, or compensatory time shall not be forced to work overtime.

Section 4. Overtime Not Worked. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes.

Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a

shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Overtime for Transferred Employees. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. Records Available To Union. The employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to Overtime/Distribution of Rules. Exceptions to the overtime distribution rules may be made by the Employer as follows:

- A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.
- B. The employees within a classification are the only employees qualified to perform the work.

However, where this exception creates continuing imbalances, additional employees will be trained.

Section 8. Notification of Scheduled Overtime. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift (7:00 a.m.) on Thursday.) Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

Section 9. Limits on Accumulated Compensatory Time. Employees shall receive pay for any overtime hours in excess of 120, unless the employee and department head mutually agree to accrue earned compensatory time in excess of the 120-hour cap. A minimum of two (2) days per month shall be granted to an employee who requests use of compensatory time twenty four (24) hours or more in advance, subject to staffing needs. Said use of time shall be granted on a first come, first served basis.

Section 10. Transferred Employees Compensatory Time. Any bargaining unit member who transfers to any Civil City Department or other bargaining unit in the City Utilities under the terms of this agreement who has unused compensatory time may not carry such compensatory time to the new position, but such time shall be paid to the employee at the time of transfer.

ARTICLE XXVII- WAGES AND PROGRESSION

Section 1. Purpose. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments, should accurately reflect the job descriptions of employees within the bargaining unit. In making this determination, due consideration shall be given to the skills and qualifications necessary to perform the job in relation to other jobs with similar or identical skill requirements.

Section 2. New Hires: New hires shall receive a starting rate consistent with the career path slotting system. (See Addendum "C" Career Path Slotting System).

Section 2.5. Job Description Changes: If during the term of this Agreement the City changes the duties of existing jobs, the City shall provide notice to the Union sixty (60) days in

advance of the intended changes. The City shall provide to the Union copies of the revised job descriptions, including initial pay rates for such positions.

If existing employees in those jobs need additional training in order to satisfy the minimum requirements for the job, such training shall be provided by the City in a timely manner. Existing employees in those jobs where the City wants to change the job description will not be removed from such positions based on any such changes without the opportunity to train and qualify for the position. Employees will have the opportunity to qualify for the position for thirty (30) days from conclusion of training.

Changes to existing job descriptions must be accompanied by a corresponding wage increase if the new duties do not bear a reasonable relationship to existing rates, which may be subject to the grievance procedure.

Upon request, the City shall meet with the Union prior to the implementation date to discuss the changes. If the Union disagrees with the changes, the City and Union shall work together in an attempt to resolve the disagreement. If the disagreement is not resolved prior to the implementation date, the City may implement the changes. When implemented pursuant to agreement, no grievance may be filed with respect to the changes. When implemented without agreement, the employee or employees affected may grieve the changes.

Section 3. Bid Awards vs. Bumping. Employees who bid and are awarded a position with a higher or lower labor grade shall be slotted in the entry step of the higher or lower labor

grade. Employees completing nine (9) calendar months of service within that classification shall then move to the maximum level. Employees demoted, resulting in placement in a lower labor grade, shall be placed in the entry level of the lower grade. Employees transferred to an equal labor grade shall retain their rate of pay (See Addendum C Career Path Slotting System).

Employees bumping laterally or down shall be placed in the level of the lower labor grade nearest the rate previously held.

Section 4. Shift Definition/Bonus. The following steps have been defined to advance from one level in a career path to the next level in the same career path.

1. The employee must have the minimum job requirements to begin work under a job title.
2. The employee must successfully complete the probationary or trial period training/screening program. During this period the employee's previous training and experience will be confirmed and their desire and ability to advance will be validated. The probationary period for new hires is 90 calendar days and the trial period for transferred employees is 30 working days. Supervisory review of progress should be weekly during the probationary or trial period and should also include documentary and/or anecdotal evidence of areas where the employee is meeting or exceeding requirements as well as areas where the employee is deficient.
3. The employee must successfully complete additional training to acquire all the knowledge and skill necessary to perform their job. All training, including probationary period training/screening, should have a target period of six (6)

months. During this second phase of training, the employee should meet monthly with their supervisor to review progress and discuss areas that need more attention. Documentary and/or anecdotal evidence of employee's performance should also be reviewed.

4. The employee should successfully acquire experience using their newly learned knowledge and skills for a period of one (1) year after the completion of their six-month training program. Not all jobs involve discrete activities large enough to evaluate individually. In these cases, time alone will be the measure of experience.
5. The employee's past performance should demonstrate that they have the potential to perform acceptably if promoted to the next level. Factors such as those listed on the City's performance evaluation form will be considered along with any other documented data relating to the employee's overall performance of the duties and responsibilities assigned.
6. Finally, the employee has to want to be promoted to the next level. This can be demonstrated by making a written request to be promoted to the employee's supervisor.
7. By mutual agreement between the Union and Employer, an employee can be fast tracked (compression of the training and/or experience requirements) within a designated career path.

Section 5. Wage Schedules. In keeping with the City's wage system the

incremental salaries appearing in Appendix A of this Agreement will constitute the wage agreement commencing on January 1, 2014..

Section 6. PERF Payment. In addition to the wages outlined in Appendices A, B, C and D the City shall also pay, as a benefit to the employee, the employee's share of PERF for the life of this contract.

Section 7. Productivity Bonus.

Employees will function under a Productivity Bonus program. Management will meet with employees in each department no later than September of each year to discuss the measurables for the upcoming year. The measurables must be based on individual department activities that will reduce costs, increase productivity, enhance customer service, or improve safety to be considered productivity bonus measurables. The measurables must also include individual goals as well as goals affected by all City Utilities personnel. The goals must be established prior to October 1 of each year. If the parties are unable to agree upon the goals prior to October 1 of each year, management will establish the goals. When the goals are established, the Union shall be provided a copy to review and sign. The maximum payout value will not decrease from the base established in past contracts. This payout amount may be adjusted based on new or adjusted Productivity measurables in future years.

A. ELIGIBILITY

Full Distribution:

All full time union employees who meet the following criteria shall receive a full distribution:

- Employees who worked the full year, October 1 – September 30 in which the measurables were set.

- Employees who met the above requirement but were on a City approved leave during the year the measurables were set.
- Employees who worked the full year October 1 – September 30 in which the measurables were set, but are currently on a city approved leave.
- Employees who worked the full year October 1 – September 30 in which the measurables were set, but have retired, resigned or found employment elsewhere.

Partial Distribution:

- Employees who worked part of the year, but not the full year, will receive a percentage of one full share according to the ratio of weeks worked divided by fifty-two (52). *Example:* Employee worked 16 weeks and the department met the maximum goal, one full share would be sixteen (16) wks / fifty-two (52) wks = .3078. times the maximum payout amount, less applicable withholdings as payment in full.

An employee placed on suspension would not be eligible for cash distribution for the time suspended, see example above.

B. PAYMENT

- a. Individuals who meet eligibility requirements but are no longer employed within City Utilities are responsible to keep the City notified of any change of address.
- b. Individuals, no longer employed within City Utilities, who do not have a current address on file at the time of distribution, will waive their rights to receive a distribution.

Section 8. Skill Based Compensation - The following are components of Skill Based Compensation:

1. Skill Based Compensation will be given for licenses and/or certificates issued by entities outside the City. Skill Based Compensation will also be given for completion of training and experience required for level advancement in a Water Resources job title other than an employee's current Water Resources job title.
2. The maximum Skill Based Compensation premium is one dollar twenty five cents

(\$1.25) per hour.

3. The percentage of the Skill Based Compensation premium assigned to a license or certificate will be determined by Management. Factors to be considered include the experience requirements necessary to qualify and the examination requirements that are necessary.

4. The following licenses and certificates have been identified as qualifying for Skill Based Compensation:

<u>License/Certificate</u>	<u>Skill Based Compensation %</u>
Engineer in Training	50%
Surveyor in Training	25%
Certified Project Manager	50%
Professional Engineer	100%
Registered Land Surveyor	100%
Distribution System License	28%
Collection System Operators License	
Class 1	9%
Class 2	19%
Class 3	28%
Class 4	38%
Construction Document Tech.	28%
Backflow Testing License	25%
Certified GIS Professional	25%

5. Compensation begins upon receipt of the license and/or certificate and continues as long as the license and/or certificate is current. If a license and/or certificate require continuing education units (CEUs) to keep it current, the City will provide opportunities for employees to obtain the required CEUs.
6. Employees will receive reimbursement for one review book and exam registration fees for each licensing exam passed. Employees will not suffer a loss of wages when taking and passing an exam on regularly scheduled work days.
7. Other licenses, certificates and degrees meeting these requirements may be added to this list when identified by mutual agreement.
8. Employees will receive 50% of the maximum skill based compensation premium for completion of training and experience resulting in advancement to the top of their career path in a Water Resources job title other than an employee's current Water Resources job title. Employees who do not reach the top level of their career path will receive 25% of the maximum premium for completion of training and experience in a Water Resources job title other than an employee's current job title.
9. A maximum of 100% of the skill based compensation premium can be earned.

Section 9. Service Bonus. Employees shall be paid an additional amount equal to one (1) day's (eight {8} hours) pay at their regular straight time hourly rate for completion of that year's service. The additional one-day pay shall be included on the first pay following the employee's anniversary of their date of hire.

Section 10. General Wage Schedules:

Employees shall receive a two (2) percent increase on base wages effective January 1, 2014, and shall receive subsequent annual increases of two (2) percent effective January 1, 2015 and January 1, 2016, subject to legislative approval.

ARTICLE XXVIII- DURATION AND CHANGE

Section 1. Term. This Agreement shall become-effective 12:01 a.m. January 1, 2014, and shall remain in full force and effect until midnight December 31, 2017, and from year to year thereafter unless either party shall, at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice, for the purpose of negotiating a new Agreement.

Section 2. Modifications. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. Waiver of or Breach of Conditions. The waiver of, or any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Appendix A

**IAM AW LODGE 2569
CITY UTILITIES
(Wages beginning January 1, 2014 for the year 2014)**

<u>Water Resources Position Title</u> <u>City Utilities</u>	STEP #1	STEP #2
Engineering Representative III	\$	\$
Engineering Representative II	\$	\$
Engineering Representative I	\$	\$
Construction Manager II	\$	\$
Construction Manager I	\$	\$
IMS/GIS Technician III	\$	\$

IMS/GIS Technician II	\$	\$
IMS/GIS Technician I	\$	\$
Data Management Clerk	\$	\$
Utility Engineering Technician III	\$	\$
Utility Engineering Technician II	\$	\$
Utility Engineering Technician I	\$	\$
Designer II	\$	\$
Designer I	\$	\$
CADD Technician III	\$	\$
CADD Technician II	\$	\$
CADD Technician I	\$	\$
Permit Specialist II		
Permit Specialist I		



Appendix B

IAM AW LODGE 2569 CITY UTILITIES

(Wages beginning January 1, 2015 for the year 2015)

<u>Water Resources Position Title</u> <u>City Utilities</u>	STEP	STEP	
		#1	#2
Engineering Representative III			
Engineering Representative II			
Engineering Representative I			
Construction Manager II			
Construction Manager I			
IMS/GIS Technician III			
IMS/GIS Technician II			
IMS/GIS Technician I			

Data Management Clerk

Utility Engineering Technician III

Utility Engineering Technician II

Utility Engineering Technician I

Designer II

Designer I

CADD Technician III

CADD Technician II

CADD Technician I

Permit Specialist II

Permit Specialist I

Appendix C

IAM AW LODGE 2569 CITY UTILITIES

(Wages beginning January 1, 2016 for the year 2016)

<u>Water Resources Position Title</u>	STEP #1	STEP #2
<u>City Utilities</u>		
Engineering Representative III		
Engineering Representative II		
Engineering Representative I		
Construction Manager II		
Construction Manager I		
IMS/GIS Technician III		
IMS/GIS Technician II		
IMS/GIS Technician I		
Data Management Clerk		
Utility Engineering Technician III		
Utility Engineering Technician II		
Utility Engineering Technician I		
Designer II		
Designer I		
CADD Technician III		
CADD Technician II		
CADD Technician I		
Permit Specialist II		
Permit Specialist I		

Addendum C

I. Career Path Slotting System

- A. Applicants that meet the educational requirements of the career path may be slotted above the entry level based on previous relevant experience (experience in municipal public works/utilities, civil engineering, construction or related industry), as described in column 1 of the career path slotting table.
- B. Applicants that exceed the educational requirements of the career path may be slotted above the entry level based on the amount and quality of academic achievement above the minimum career path requirements.
- C. Applicants that do not meet the educational requirements of the career path may substitute two (2) years of relevant experience for each year of educational requirements in the GIS Technician, Database Management Clerk, Construction Manager, Utility Engineering Technician, Engineering Representative and Utility Draftsperson career paths. Career path slotting for applicants substituting experience for educational requirements shall be based on column 2 of the career path slotting table.
- D. Applicants in the Construction Manager career path with an A.S. degree in Civil Engineering Technology, Construction Technology or equivalent degree will be given credit for 4 years of experience in career path slotting decisions.
- E. Previous employees that successfully reapply for job vacancies may be slotted at the career path level they previously held provided they return within 1 year.

Career Path Slotting Table

Career Path	Column 1 Slotting Level Years of Experience Candidates with Degrees	Column 2 Slotting Level Years of Experience Candidates without Degrees
<u>GIS Technician</u>		
GIS Tech I	0	4
GIS Tech II	2	6
GIS Tech III	4	8
Database Management Clerk	0	0
<u>Construction Manager</u>		

Construction Manager I	0	4
Construction Manager II	4	8
<u>Utility Engineering Technician</u>		
Utility Engineering Technician I	0	4
Utility Engineering Technician II	2	6
Utility Engineering Technician III	4	8
<u>Engineering Representative</u>		
Engineering Representative I	0	4
Engineering Representative II	2	6
Engineering Representative III	4	8
<u>Designer</u>		
Designer I	0	Degree Required
Designer II	4	Degree Required
<u>Utility Draftsperson</u>		
CADD Tech I	0	4
CADD Tech II	2	6
<u>Permit Specialist</u>		
Permit Specialist I	0	4
Permit Specialist II	2	6

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives on this _____ day of _____, 20____.

FOR THE CITY:

Thomas Henry
Mayor

Carol Helton
City Attorney

Pete Demitsis
Labor Relations Manager

Kumar Menon
Director of City Utilities

Matt Land
Deputy Director, City Utilities

FOR THE UNION:

Anthony Wickersham
IAM CU Business Representative

Uriel Castillo
Committee Member

Rick Seals
Committee Member

Lisa Ramos
Committee Member

LETTER AGREEMENT

City of Fort Wayne
&
Int'l Association of Machinists and Aerospace Workers,
Local Lodge 2569
[City Utilities]

Employees receiving skill-based compensation pursuant to Article XXVII, Section 8 shall have such compensation frozen on December 31, 2013 and shall thereafter be grandfathered for such compensation. Effective January 1, 2014, employees will no longer be eligible to qualify for new or additional skill-based compensation until new parameters are established by mutual agreement between City Utilities and the Union. If no agreement is reached on or before December 31, 2014, management may implement revised skill-based compensation at its discretion.

City of Fort Wayne

Union

Dated: _____

Dated: _____

LETTER AGREEMENT

City of Fort Wayne
&
Int'l Association of Machinists and Aerospace Workers,
Local Lodge 2569
[City Utilities]

ATTENDANCE POLICY

City Utilities and the Union agree that employees covered by this collective bargaining agreement shall be subject to the attendance policy included in the Policy and Procedures Manual. However, if that attendance policy is modified, upon thirty (30) days' written notice to the Deputy Director, the Union may elect to opt-in to the attendance policy covering any other bargaining unit in City Utilities, provided that such attendance policy is included in a collective bargaining agreement that has become effective on or after January 1, 2014.

City of Fort Wayne

Union

Dated: _____

Dated: _____

**IAM AW LODGE 2569
CITY UTILITIES
(Wages beginning January 1, 2013 for the year 2013)**

<u>Water Resources Position Title</u> <u>City Utilities</u>	STEP #1	STEP #2
Engineering Representative III	\$26.05	\$27.18
Engineering Representative II	\$23.68	\$24.78
Engineering Representative I	\$19.67	\$20.73
Construction Manager II	\$26.05	\$27.18
Construction Manager I	\$21.87	\$22.90
IMS/GIS Technician III	\$26.05	\$27.18
IMS/GIS Technician II	\$20.83	\$21.79
IMS/GIS Technician I	\$19.67	\$20.73
Data Management Clerk	\$13.44	\$14.19
Utility Engineering Technician III	\$26.05	\$27.18
Utility Engineering Technician II	\$22.53	\$23.59
Utility Engineering Technician I	\$19.67	\$20.73
Designer II	\$26.05	\$27.18
Designer I	\$23.64	\$24.73
CADD Technician III	\$26.05	\$27.18
CADD Technician II	\$21.26	\$22.24
CADD Technician I	\$19.67	\$20.73
Permit Specialist II		\$24.77
Permit Specialist I	\$19.67	\$20.64

IAM AW LODGE 2569
CITY UTILITIES
(Wages beginning January 1, 2014 for the year 2014)

<u>Water Resources Position Title</u> <u>City Utilities</u>	STEP #1	STEP #2
Engineering Representative III	\$26.57	\$27.72
Engineering Representative II	\$24.15	\$25.28
Engineering Representative I	\$20.06	\$21.15
Construction Manager II	\$26.57	\$27.72
Construction Manager I	\$22.31	\$23.36
IMS/GIS Technician III	\$26.57	\$27.72
IMS/GIS Technician II	\$21.25	\$22.23
IMS/GIS Technician I	\$20.06	\$21.15
Data Management Clerk	\$13.71	\$14.47
Utility Engineering Technician III	\$26.57	\$27.72
Utility Engineering Technician II	\$22.98	\$24.06
Utility Engineering Technician I	\$20.06	\$21.15
Designer II	\$26.57	\$27.72
Designer I	\$24.11	\$25.23
CADD Technician III	\$26.57	\$27.72
CADD Technician II	\$21.69	\$22.69
CADD Technician I	\$20.06	\$21.15
Permit Specialist II		\$25.27
Permit Specialist I	\$20.06	\$21.05

IAM AW LODGE 2569
CITY UTILITIES
(Wages beginning January 1, 2015 for the year 2015)

<u>Water Resources Position Title</u> <u>City Utilities</u>	STEP #1	STEP #2
Engineering Representative III	\$27.10	\$28.27
Engineering Representative II	\$24.63	\$25.79
Engineering Representative I	\$20.46	\$21.57
Construction Manager II	\$27.10	\$28.27
Construction Manager I	\$22.76	\$23.83
IMS/GIS Technician III	\$27.10	\$28.27
IMS/GIS Technician II	\$21.68	\$22.68
IMS/GIS Technician I	\$20.46	\$21.57
Data Management Clerk	\$13.98	\$14.76
Utility Engineering Technician III	\$27.10	\$28.27
Utility Engineering Technician II	\$23.44	\$24.54
Utility Engineering Technician I	\$20.46	\$21.57
Designer II	\$27.10	\$28.27
Designer I	\$24.59	\$25.74
CADD Technician III	\$27.10	\$28.27
CADD Technician II	\$22.12	\$23.14
CADD Technician I	\$20.46	\$21.57
Permit Specialist II		\$25.78
Permit Specialist I	\$20.46	\$21.47

IAM AW LODGE 2569
CITY UTILITIES
(Wages beginning January 1, 2016 for the year 2016)

<u>Water Resources Position Title</u> <u>City Utilities</u>	STEP #1	STEP #2
Engineering Representative III	\$27.64	\$28.84
Engineering Representative II	\$25.12	\$26.31
Engineering Representative I	\$20.87	\$22.00
Construction Manager II	\$27.64	\$28.84
Construction Manager I	\$23.22	\$24.31
IMS/GIS Technician III	\$27.64	\$28.84
IMS/GIS Technician II	\$22.11	\$23.13
IMS/GIS Technician I	\$20.87	\$22.00
Data Management Clerk	\$14.26	\$15.06
Utility Engineering Technician III	\$27.64	\$28.84
Utility Engineering Technician II	\$23.91	\$25.03
Utility Engineering Technician I	\$20.87	\$22.00
Designer II	\$27.64	\$28.84
Designer I	\$25.08	\$26.26
CADD Technician III	\$27.64	\$28.84
CADD Technician II	\$22.56	\$23.60
CADD Technician I	\$20.87	\$22.00
Permit Specialist II		\$26.30
Permit Specialist I	\$20.87	\$21.90