

BILL NO. S-14-06-62

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain employees of the City of Fort Wayne, Indiana, represented by the CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL NO. 414 – WATER POLLUTION CONTROL MAINTENANCE.

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

WHEREAS, an agreement has been reached by and between the City of Fort Wayne, Indiana, and the **CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL NO. 414 – WATER POLLUTION CONTROL MAINTENANCE**, through collective bargaining as authorized and envisioned by the City's ordinances; and

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

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the **CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL NO. 414 – WATER POLLUTION CONTROL MAINTENANCE** for the years 2014, 2015 and 2016 and to approve the other provisions of said

1 agreement.

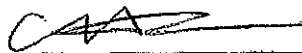
2 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
3 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

4 SECTION 1. The 2014-2016 Collective Bargaining
5 Agreement by the between the City of Fort Wayne, Indiana, and the
6 CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL NO. 414 – WATER
7 POLLUTION CONTROL MAINTENANCE, a copy of which is attached hereto,
8 marked Exhibit "A" and incorporated herein and on file in the Office of the City
9 Clerk and available for public inspection, is hereby approved and ratified.
10

11 SECTION 2. This Ordinance shall be in full force and effect from
12 and after its passage and any and all necessary approvals by the Mayor.
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16 _____
Council Member

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18 APPROVED AS TO FORM AND LEGALITY
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Carol Helton, City Attorney
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**CTH LOCAL 414 - WATER POLLUTION CONTROL MAINTENANCE
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PREAMBLE

This Agreement is entered into by and the between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Chauffeurs, Teamsters, and Helpers Local No. 414 (Affiliate of the International Brotherhood of Teamsters,) hereinafter referred to as the Union. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, the Union, and the general public, the parties to this Agreement have agreed together as follows:

ARTICLE I - PERIOD OF AGREEMENT

Section 1. Working Agreement: (a) This Agreement shall take effect upon legislative approval, and shall continue in force and effect through the 31st day of December, 2016, and from year to year thereafter, unless it is canceled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 2016, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 2016, or November 30 of any subsequent year, and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 2016, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Wage Schedule A shall take effect upon legislative approval.

(b) Changes in the wage schedule agreeable to both parties can be made at any time. Such request will be made in writing by the Union and will be answered in sixty (60) calendar days by the Employer. If changes are made by the Employer, the Union will be informed of such changes.

ARTICLE II - UNION RECOGNITION

Section 1. Recognition: (a) The Employer recognizes the Union as the exclusive bargaining agent for all its employees within the Water Pollution Control Maintenance and Stormwater Maintenance (WPCM/STM) Department in the job classifications listed in Wage Schedules A, B, C and D concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all the types of work usually performed by such employees.

(b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.

(c) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the Employer shall deduct each month from the earnings of each of said employees an agreed upon amount representing regular monthly Union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee giving written notice to the Employer and the Union.

In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employers's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this Paragraph ©). The Union will protect the Employer from any and all further liabilities and claims which may arise under this Paragraph ©).

(d) Any concerted action on the part of the Union, such as strike and slowdowns, will result in the Union Dues Checkoff being suspended for one (1) year, starting from the day of such strike or slowdown.

(e) 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, collecting dues, and ascertaining that the Agreement is being adhered to; providing, however, that there is no interruption of the Employer's working schedule. If the Employer requests it, the agents of the Union shall notify the Employer of their presence on the premises.

(f) Should a dispute arise between the Union and any other union relating to jurisdiction over employees or operation covered by this Agreement, the dispute shall be resolved by the Director of Human Resources and the appropriate representatives or tribunals of the unions concerned.

Section 2. Agency Shop: (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, 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. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Director of Human Resources) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Director of Human Resources, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City of Fort Wayne, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the City of Fort Wayne harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Contract Management Understanding: No contract management agreement shall be executed by the City to be effective prior to the expiration of the term of this agreement that does not incorporate the terms of this agreement. In addition, if the City seeks requests for proposals for the contract management of the City's Water Pollution Control Maintenance and Stormwater Maintenance Department (WPCM/STM) Operations prior to the expiration of this agreement, the City shall provide to the bargaining unit such technical assistance as necessary to permit the bargaining unit to submit a competitive

proposal. Nothing in this provision shall be interpreted as requiring any contract manager to recognize either the bargaining unit or bargaining agent following the expiration of this agreement.

ARTICLE III - UNION COOPERATION

(a) The Union agrees for employees covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City of Fort Wayne and its service to the public and that they will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.

(b) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute. If nonetheless, any of the employees covered herein to cease work of their own volition, the Employer will be free to replace such employees and to obtain competent services to continue its normal operations.

(c) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department. This shall not be interpreted to restrain the Employer from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Agreement, it is agreed that no employee on the seniority list as of January 1, 2014 will be laid off.

(d) The Union retains the right to review and agree or grieve any proposed change(s) to the existing drug policy in effect December 31, 1998. No changes will be effective until all grievance and arbitration processes have been exhausted against any member of this bargaining unit.

ARTICLE IV - NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin or age, as provided by Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967, as amended. Any conflict between this Agreement and the Americans With Disabilities Act shall be resolved in favor of the Act.

This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE V - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Except as otherwise provided in this Agreement, the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union will be informed of any new rule affecting working conditions or change in any rule affecting working conditions at least ten (10) working days prior to the effective date of any new rule or change. None of the foregoing management rights shall negate any other provisions of this Contract.

ARTICLE VI - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure: The Employer and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly in interpreting and/or applying any of the provisions of this Agreement, then the Union or the employee, with ten (10) working days of the Employer's action, may invoke the provisions of this Article VI.

The grievance shall be processed during regular working hours in the manner hereinafter set forth:

Step 1: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the superintendent of the department within ten (10) working days from the date of the alleged violation. The grievance shall specify the section or sections of the Agreement claimed to have been violated and the remedy the Union wishes the Employer to make. A meeting between management and the union will take place within ten (10) working day of the time the grievance is presented. The superintendent or authorized member of management must give his/her answer within ten (10) working days. If management fails to give his/her answer within ten (10) working days after receipt or discussion, the answer to the grievance will be an automatic denial.

Step 2: If no satisfactory settlement is reached in Step 1 within ten (10) working days of the Step 1 written answer, the grievance shall be advanced to Step 2 by the aggrieved employee and/or Union representative, who will discuss the grievance with the Division director or Designee. Such meeting(s) shall include, from the Union the two (2) highest ranking Committee persons available on the date of the meeting(s). The meeting shall take place within ten (10) working days of the official advancement of the grievance to Step 2. A written answer to the grievance shall be issued within five (5) working days following such meeting(s) stating the position of the employer regarding the specific grievance.

Step 3: If the grievance has not been satisfactorily settled in Step 2, the appeal to Step 3 must be made within ten (10) working days from the receipt of the Step 2 answer. The Union representative shall discuss the grievance with the Director of Human Resources or his designated representative as soon as possible after appeal to this Step.

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 Step 3 written answer, notify the Employer of the Union's intent to arbitrate the dispute.

In any of the foregoing Steps, the time allowed for discussion, adjustment, or appeal to the next step may be

extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

Section 2. Arbitration: Upon receipt of written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of seven (7) impartial arbitrators. The expenses and fees of the request for FMCS panel shall be borne equally by the Employer and the Union. Either party may reject one panel but must bear the cost of the replacement panel. Upon receipt of such panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the Employer and the Union. Each party shall bear its own costs for preparation, attendance of its own representatives at the hearing--including all witnesses, exhibits, or any other matter which is the desire of the party to bring to the attention of the arbitrator.

The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore, or modify any of the terms and conditions of the Agreement. Any decision rendered by the arbitrator must be in writing. The opinion must cite the Article and Section of the Agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

Section 3. Dispute Resolution. This shall be done when an employee covered by this agreement has a dispute with another bargaining unit employee and the dispute is brought to management's attention. It shall be handled in the following manner: both employees, a member of management and the employee's Union committee member of choice shall be brought together. The intent is a peaceful resolution through discussion.

ARTICLE VII - UNION STEWARDS

(a) The Employer recognizes the right of the Union to designate stewards and alternates. The authority of stewards and

alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. Investigation and presentation of grievances in accordance with the provisions of the Agreement.
2. Collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.
3. Transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

(b) The Employer shall have authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. Any such action on the part of the City shall be conveyed to the then current Business Agent.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

Section 1. Regular Working Hours: (a) The regular working hours for employees of the Water Pollution Control Maintenance Department & Stormwater Maintenance Department shall be as follows:

- 1st shift - 7:30 a.m. - 3:30 p.m.
- 2nd shift - 3:30 p.m. - 11:30 p.m.
- 3rd shift - 11:30 p.m. - 7:30 a.m.

The work schedule shall be Monday through Friday, with a twenty (20) minute paid lunch, and short, timely comfort stops. Regular working hours for shift employees shall be as set forth in departmental schedules.

(b) The beginning and the ending of the day's work shall take place at departmental headquarters.

(c) All regular employees shall be guaranteed eight hours per day and forty hours per week without any split shifts.

(d) A premium of thirty (30) cents per hour shall be paid for all hours between 3:30 p.m. and 7:30 a.m. The premium shall

not be subject to multiplication by double-time or time-and-one-half premium.

(e) In computing premium pay for a holiday, the holiday shall commence at 12:01 a.m. and continue until midnight. Notwithstanding the foregoing, employees working 3rd shift shall receive the holiday premium commencing at the beginning of their shift.

Section 2. Premium Pay: (a) Except as may be otherwise provided by special schedules, all work performed by employees outside their regular working hours shall be paid for in accordance with the provisions of Special Ordinance G-22-92 (Appendix A.) All hours worked over forty (40) in a seven-day cycle qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. "Hours worked" include hours actually worked, paid holidays and compensatory time used, but do not include paid sick time, bereavement leave, personal time, vacation time, or unpaid time off. Premium pay for holidays shall be paid at a rate of two (2) times the hourly rate for all hours worked.

Management authorized, unscheduled overtime hours worked (i.e., call-in to perform work needed to protect the public or the City) will be defined as "Special Assignment Overtime" and shall be paid at one and one-half times the employee's regular hourly rate unless the time qualifies for a higher premium pay. The employee must be in a paid status for forty (40) hours during the week to be eligible for the Special Assignment overtime. Employees in a no pay status for any portion of the work week shall not be paid the Special Assignment overtime rate until such time as the 40 hour requirement is met.

All scheduled overtime hours (i.e., planned and scheduled overtime assignments authorized by management) will not be considered Special Assignment Overtime per City Ordinance chapter 40.12. Scheduled overtime will be paid provided the employee has worked a minimum of forty (40) hours during the work week. Vacation time, sick time, and personal time do not count toward the 40 hour minimum requirement.

In the event that City Ordinance 40.12 is changed, the City will discuss said changes with the union consistent with the law.

(b) All hours allocated based on WPCM/STM seniority, with the following conditions/exceptions: Employee must be qualified to perform the work and must possess an active Indiana Driver's License as required by the applicable job description. All calls coming into WPCM/STM after hours will be answered in person by the Night Investigator. The Night Investigator shall answer all

calls coming into WPCM/STM during the second shift hours during the week (3:30 p.m. to 11:30 p.m.) and the first and second shifts on the weekends (7:30 a.m. to 11:30 p.m.). The Night Investigator shall remain at the WPCM/STM facility unless on a documented complaint call, lunch break and short timely comfort stops.

When a call comes in, the Night Investigator will determine if the problem is private or City maintained. If the Night Investigator leaves the building to investigate a complaint, the phone shall be transferred to night service. The Night Investigator shall have the designated cellular phone with him/her. Once the Night Investigator returns to the building, the phone shall be transferred back to its normal setting. If needed, the Night Investigator shall call in additional help to correct the problem.

WPCM/STM management assumes the responsibility of the overtime call-in sheet and daily attendance sheet with a list of updated overtime hours which shall be supplied to the employee charged with calling in additional help. The Night Investigator shall update the daily attendance sheet with a list of updated overtime hours from 3:30 pm Friday until 7:30 am Monday, and holidays.

Should an emergency arise, and the Night Investigator is unable to handle all of the incoming calls, he/she shall contact a member of management to obtain authorization to contact an employee by seniority to answer incoming calls.

In the event the scheduled Night Investigator calls in sick or for personal time use before their scheduled working hours, the position shall be filled by seniority and paid at the premium rate pursuant to Article VIII, Section 2 and Special Ordinance G-22-92 (Appendix A). If a forty-eight (48) hour notice is given prior to scheduled vacation or personal time, management shall have the right to re-schedule work to avoid the premium time rate.

During the hours between 11:30 p.m. and 7:30 a.m., the Night Investigator who worked that day's second shift shall be on call. When the Night Investigator completes their second shift, he/she shall transfer the office phone to night service and take the designated cellular phone with them. All calls coming into WPCM/STM during these hours shall be answered by the phone system and transferred to the Night Investigator's cellular phone.

The Night Investigator shall return the call to the customer and determine if an investigation is needed immediately. If an investigation is needed, the Night Investigator shall come into

the WPCM/STM facility, get a truck and perform the investigation. The Night Investigator shall receive the call-in pay.

If the Night Investigator receives another call and he/she determines another investigation is needed, the Night Investigator shall perform the second investigation during the same call-in. If the Night Investigator has already returned home and is still within the minimum call-in time period he/she must return to the WPCM/STM facility for investigation. If the Night Investigator has returned home and the minimum call-in time has expired a new minimum call-in time will be used.

If additional help is needed during these hours to correct a problem, the Night Investigator shall return to the WPCM/STM facility and call in additional help by seniority.

In the event an employee is overlooked by virtue of their seniority and ability to perform the task, said employee shall be allowed to work those hours at their convenience within a ten (10) working day period that will compensate equally for the hours missed.

In the event an employee reaches sixteen (16) hours of premium pay within a pay period, said employee shall be moved to the bottom of the seniority list for the remainder of the pay period.

Telephone answering machines reached during the calling process shall be considered a "no answer", but the following message shall be left on the machine: "This is work calling at _____ (time) regarding overtime." WPCM/STM shall not be obligated to pay long distance telephone charges in order to execute this provision. This provision shall not be interpreted to limit the WPCM/STM Superintendent in rescheduling work or temporarily transferring employees to avoid premium pay costs, if possible.

All shifts worked on holidays shall be based on seniority. These days will be split into two shifts, first and second.

Job continuation will be classified as any job that was started before the end of the 1st work shift that carries over into the next shift. If a job may go into overtime, management must send an established crew or follow the rules of seniority. (I.e. - vacuum truck to plant, must use vacuum truck crew.) If a crew has completed their initial assigned task within four (4) hours and another task has arisen before the crew punches out, the crew or the most senior qualified of the crew has the right to stay and complete the new task.

In the event that a call comes in between the hours of 3:20 - 3:30 p.m. requiring a crew to stay past 3:30 p.m., WPCM/STM management will call all employees to the lunchroom or a designated area to establish a crew. This task will be handled the same as other premium time, most senior qualified will be asked first. WPCM/STM management reserves the right to bypass any employee who is not in the designated area at the time these positions are being filled. Any time a pumping situation runs beyond the regular shift, the crew that was assigned to this task will be allowed to work up to eight (8) hours of premium time as job continuation. If a crew is required after eight (8) hours, these positions will be filled on a most senior qualified basis.

(c) An employee who is called back to work after he has been released from his regular day's work shall be paid a minimum of four (4) hours at the applicable rate of pay for such work. Time will start when the employee accepts assignment. If employee called arrives after forty-five (45) minutes, employee shall be subject to the provisions of the attendance policy. Management may require employees called out to stay the entire four (4) hours if weather conditions are such that additional work would reasonably be anticipated.

(d) The Employer shall make available to employees who are required to work unscheduled additional hours those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. When such additional hours continue thirty (30) minutes or more into or beyond designated mealtimes of 6:00 to 7:00 a.m., 12:00 noon to 1:00 p.m., and 6:00 to 7:00 p.m., the employee shall be compensated .5 hour overtime rate for the hot meal.
2. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period and a hot meal for the lunch period.

(e) In computing premium pay for shift work, the premium factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of premium pay.

(f) If an employee is absent due to vacation, personal, or any other leave time, said employee is considered to be in this

standing until they report back to work and ineligible for premium pay until their return.

(g) Employees newly-hired to WPCM shall not be eligible for call-in overtime until completion of their probationary period.

ARTICLE IX - INCLEMENT WEATHER

(a) The Employer and the Union recognize that temperature, wind, or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods, the Employer may suspend outside work or assign employees to other, less-exposed work, either inside or outside.

(b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximum of wind and that such reasonable discomfort should not justify suspension of work.

(c) The Employer recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified whenever possible.

(d) Therefore, it is agreed that when the wind chill factor is -17 degrees Fahrenheit (F.) or lower, or when the temperature alone is zero degrees F. or lower, or when the heat index, a combination of temperature and humidity is 115 degrees or higher, outside work shall be suspended except for an emergency. As used in this section, an emergency shall be deemed to exist when continuity of a City service is threatened or interrupted, when City property is endangered or when public property, public health or public safety is endangered. (NOTE: The accumulation of snow or ice on City property, public property or recreational areas shall be deemed to endanger public safety.) The superintendent or designee shall be responsible for obtaining official wind chill factor and/or temperature readings issued by the U. S. Weather Service.

(e) When conditions of precipitation occur which may make continuation of work hazardous, the working foreman shall be responsible for decisions concerning weather conditions which may adversely affect the safety of the members of his/her crew, subject to the approval of the superintendent or his/her designee.

ARTICLE X - SENIORITY

Section 1. Regular Employees: (a) Seniority, for the purpose of this Agreement, shall be considered in two aspects: (1) Departmental Seniority, starting with the first day of employment in the WPCM/STM Department, and (2) Job Seniority, starting with the first day of employment in a particular job classification.

(b) For employees hired on the same day who are given the same shift starting time, seniority shall be determined by the last four (4) digits of the employees, Social Security numbers; that is, the employee with the lowest number shall have highest seniority ranking. For those employees who start on the same day but are given different starting times, seniority shall be determined by clock time at which they started.

(c) The seniority of an employee shall terminate under any of the following conditions:

1. When he is laid off for a period of more than one year.
2. When a laid-off employee fails to give notice of his intention to return to work after seventy-two hours after the Employer has sent to his last known address a certified letter requesting his return. A copy of such letter will be sent to the Business Agent of the Union.
3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When he resigns his employment with the City of Fort Wayne.
5. When he is discharged for just cause.
6. When he violates the conditions of a leave of absence.
7. When he accepts a pension under the Public Employees Retirement Fund.
8. When he is absent for three days or more without advising his supervisor.

(d) All time off during any one calendar year in excess of thirty days for layoffs or leaves of absence respectively shall be deducted in computing years of service.

Section 2. Probationary Employees:

(a) Any new employee hired shall be termed a probationary employee for a period of ninety (90) days, during which time the Employer can release such employee without giving cause. If an employee is transferred from another department of the City of Fort Wayne to the WPCM/STM Department, there shall be a ninety (90) day probationary period during which the Employer can release the employee without giving cause.

(b) Upon completion of the applicable probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service which accumulated during the probationary period.

Section 3. Layoff:

(a) Employees laid off because of lack of work shall be laid off in the reverse order of their seniority in the Department. The employees so affected shall, in order of their departmental seniority, be entitled to jobs in any classification in which they have the necessary qualifications as determined by the Employer; however, the employee(s) shall be given 30 days to qualify on the job(s). The employees in the classification consequently displaced shall be entitled to a similar preference.

(b) In the event of a layoff, such employees who are to be laid off will be given a two-week notice of layoff or, if the City fails to give two weeks notice, the City will give the employee two weeks pay (80 straight-time hours) in lieu of such notice.

ARTICLE XI - DISCHARGE

(a) The Employer shall not discharge any employee covered by the Agreement without just cause. The Employer's Disciplinary Policy shall govern disciplinary matters.

ARTICLE XII - PROMOTIONS

(a) Promotions to jobs covered by this Agreement shall be made so that the most senior qualified man or woman is promoted.

(b) When a job covered by this Agreement is to be filled, the Employer shall post notices to that effect on its bulletin boards and shall invite bids for the vacancy for no less than five days and no more than ten days. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.

(c) Within five (5) working days following the end of the bidding period, the Superintendent shall recommend to the Human Resources Department the successful bidder. After an employee accept a bid, said employee shall be paid retroactive to the day after the bid was posted down. A successful bidder shall have a trial period of thirty (30) working days in the new position and may request reinstatement to former position, or management may deem employee unqualified and return to former position. If the employee requests reinstatement to his/her former position within the trial period, said employee shall retain that position for six (6) months unless bidding on a higher paying position. Once an employee accepts a new position and completes the trial period, he/she must retain that position for a period of six (6) months before bidding on another position, unless bidding on a higher paying position. If management disqualifies said employee he/she will retain all bidding rights (Management must have just cause to disqualify an employee and give written notice to the union).

(d) Training and Physicals must be provided to an employee who bids to a new position within the thirty day trial period.

ARTICLE XIII - TRANSFERS

(a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire shift. If this higher-rated job has wage time steps, he shall normally first enter that job on the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.

(b) If an employee is temporarily transferred to a job having a low rate of pay, he shall not suffer a reduction in his rate of pay.

(c) If an employee holding a job covered by this Agreement is transferred, promoted, or appointed to a job within the City of Fort Wayne not covered by this Agreement, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position, or if such position has been eliminated,

to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and the rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

ARTICLE XIV - TIME AWAY FROM WORK

(a) 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.

(b) Reporting Absences and Tardiness. Unless on an approved leave of absence or prescheduled vacation, employees are required to call in to report each day of absence, partial day of absence or tardiness of greater than 15 minutes. Employee must call the number(s) designated by the department as soon as possible and at least 30 minutes prior to the shift unless there are circumstances beyond the control of the employee which prevent him/her calling, in which case notice shall be given as soon as reasonably possible. An Employee absent three consecutive days without reporting his/her absence as required herein shall be considered to have voluntarily resigned from his/her employment in keeping with Article X - Seniority (Section 1(c)).

(c) Occurrences - Other Than Medical.

- 1) Each full day of absence shall constitute one occurrence, except under paragraph d, below.
- 2) Each failure to report an absence or tardiness as required by paragraph b, above, shall constitute one-half occurrence.
- 3) Each tardiness or leave early up to one hour shall constitute one-half occurrence. Each tardiness or leave early over one hour shall constitute one full occurrence.
- 4) If an employee has been granted a personal leave of absence, the entire period shall not constitute an occurrence.

(d) Occurrences - Medical. If an employee has called in to report his/her absence, as required in paragraph b, and a Doctor's written evaluation has been provided to the City specifying the employee was unable to work the multiple consecutive absences covered by the written evaluation, it shall count as one occurrence. The Doctor's evaluation should be presented to the City as soon as possible; however, the employee must present the written evaluation immediately upon return to work in order to get credit for the period of absence.

(e) Progressive Disciplinary Steps. As a means of controlling absenteeism, the following procedure will be used in determining the appropriate sequence of progressive disciplinary action. If the employee is absent, management shall notify the Union Steward or his/her alternate, and provide a copy to the Union Business Agent in writing that the employee has reached disciplinary action regarding their attendance.

- 1) First Written Reprimand. If an employee accumulates four occurrences within a rolling calendar year, the employee will receive a First Written Reprimand.
- 2) Second Written Reprimand. If an employee accumulates six occurrences within a rolling calendar year, the employee will receive a Second Written Reprimand.
- 3) Final Written Reprimand. If an employee accumulates seven occurrences within a rolling calendar year, the employee will receive a Final Written Reprimand.
- 4) Termination. If an employee accumulates eight occurrences within a rolling calendar year, the employee will be terminated.

(f) Excused Absences and Tardies. The following reasons for absence, tardiness or early leave shall not be counted as occurrences.

- 1) Approved vacations and leaves of absence.
- 2) Jury Duty (time actually spent on Jury Duty, plus reasonable travel time).
- 3) Approved absences due to lack of work or disciplinary suspension.

- 4) Absence due to a work-related illness or injury.
- 5) Court appearance as a witness (not a party) when accompanied by a Subpoena, Summons or Court Order (only if the Court Order equates to a Summons/Subpoena by inclusion of a body attachment order). Court appearances to accompany minor children shall not count as Occurrences, provided court verification of the requirement to attend and actual attendance is furnished. Time excused for court appearance will be time actually spent in court, plus reasonable travel time.
- 6) Voting time on Election Day as outlined in the City Ordinance.
- 7) Absences due to approved attendance at continuing education classes or seminars.
- 8) FMLA time
- 9) Absences charged to personal time will not count as an occurrence, but must be used as per Article XVII, Section 2.
- 10) Pre-approved absences covered by sick time for treatments, testing, or doctor's evaluation.

(g) Miscellaneous provisions.

- 1) Failure to report for scheduled overtime after accepting the assignment will be counted as scheduled work for occurrences for attendance accumulation purposes.
- 2) In cases of layoff or leaves of absence, the employee's attendance record shall pick up where it left off. The period of layoff or leave of absence will be carved out of, or excluded from, the requisite time period.

(i) If a regular, hourly rated employee is absent from work because of illness or injury, then beginning with the first day of absence from work, the employee shall be entitled to use paid sick days, payable for the duration of that illness or injury or until his paid sick days are exhausted. Any employee who reports for work as scheduled and is sent home because of illness while

at work shall be entitled to use paid sick day allowances for the remainder of the shift until his paid sick days are exhausted.

(j) 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 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 injury and the injury did not result in casting or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 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 Workers 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 to be 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 Workers' Compensation laws and have 2/3 of the paid sick days, paid vacation or paid personal time 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 or paid personal time, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State Workers' Compensation laws unless the injury resulted in casting or overnight hospitalization.

If the injury resulted in suturing, casting, limb immobilization, outpatient surgery, or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State Workers' Compensation laws, the difference between the employee's normal straight time hourly or weekly wage rate and any such Workers' 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 provisions.

(k) If an employee becomes ill or is injured while on vacation, scheduled vacation time shall be counted as vacation; if the disability continues beyond the schedule time of vacation, use of paid sick days (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

(l) If an employee becomes disabled while on any leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(m) To be entitled to use a paid sick day, the employee shall:

1. Be a regular employee.
2. Have paid sick days available when he becomes unable to work.
3. Have reported the cause of his/her absence as required in the attendance policy, outlined above.
4. Promptly present a physician's certification that he is unable to work, if requested by the Employer.
5. Promptly adopt such remedial measures as may be commensurate with his inability to work and permit such reasonable examination and inquiries by the Employer's medical representatives as, in the Employer's judgment, may be necessary to ascertain his condition.

(n) An employee on a paid sick day or a leave of absence shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(o) Employees using paid sick days shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer.

(p) No paid sick leave shall be allowed for illness or injury caused by willful violence.

(q) Any overpayment of paid sick day allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in Paragraph (p), shall be deemed an advance to the employee and the amount thereof, upon

discovery of such overpayment shall be immediately due and payable by the employee to the Employer.

ARTICLE XV - [Reserved]

ARTICLE XVI - EXAMINATIONS

(a) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; the Employer shall pay for all such examinations. The cost of additional examinations, required by a Physician and/or Government Body, to meet the job requirements shall be applied to the Insurance Plan that the employee carries and any cost not covered will be paid by the Employer. The Employer shall not pay for any time spent in the case of applicants for jobs.

(b) The Employer reserves the right to select its own medical examiner or physician; however, the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

(c) All medical re-checks shall be done during working hours.

ARTICLE XVII - VACATION/PERSONAL TIME

Section 1. Vacation (a) 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 which 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 paragraph (a). 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 which 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 which has not been accrued may not be taken.

(c) Current employees hired prior to January 1, 1997 with less than 20 years of service shall receive a longevity bonus (40 hrs. X hr. rate) payable upon 20 years of service and each year thereafter. The payment shall be a lump sum payment paid during the first pay period after the employee's anniversary date.

(d) Current employees who reach 20 years of service during the term of this agreement shall have the choice of taking a fifth week of vacation or receiving the longevity payment defined in paragraph (c). The choice must be made by October 1, 2016 and is binding throughout the remainder of the employee's career.

(e) Up to two (2) years' accrual of unused vacation shall automatically be carried over into the next calendar year. Amounts of more than two years' accumulation shall be forfeited at year's end.

(f) When a paid holiday occurs during an employee's vacation, the Superintendent of the Water Pollution Control Maintenance/STM Department shall have the option of offering each employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Employer shall notify the employee of its choice of these alternatives before his vacation leave begins.

(g) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacation, the Employer shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1 and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1 of the current year. In the use of separate vacation days, the employee shall notify management of the use of such time no later than 24 hours in advance of the day to be credited as a vacation day.

(h) When an employee leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued but not taken or for vacation taken before being fully accrue.

(i) 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 prorated vacation for the year in which death occurs.

Section 2. Personal Time

Beginning January 1, 2014, new hires, during their first calendar year of employment with the City, shall receive personal days according to the following schedule:

Hired in:

January	5 days
February	5 days
March	5 days
April	5 days
May	3 days
June	3 days
July	3 days
August	3 days
September	2 days
October	2 days
November	1 day
December	0 days

Personal time may be combined with vacation time upon at least 24 hours notice provided on the absence request form. Otherwise, notice of taking personal time shall be given not later than one hour prior to the commencement of the scheduled shift. Emergency personal time can be granted by the Superintendent or his designee, if requested later than one hour prior to the commencement of the scheduled shift.

Employees hired after December 31, 1996 will receive five (5) personal days per year. Employees shall be paid for all unused personal time. Employees hired prior to January 1, 1997 shall receive a longevity bonus equal to twenty-four (24) hours X hourly rate per year at five (5) years of service and every year thereafter based on eliminating the birthday holiday and the additional personal days offered at five years and twenty years of service. This payment shall be made in the first pay period following the employee's anniversary date.

ARTICLE XVIII - Holidays

(a) Holidays, within the meaning of this Agreement, shall be:

New Year's Day

Veterans Day

M. L. King's Birthday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday. Holidays falling on consecutive days of Friday and Saturday shall be celebrated on Thursday and Friday, and holidays falling on consecutive days of Sunday and Monday shall be celebrated on Monday and Tuesday.

(b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled workday or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the Employer is given.

ARTICLE XIX - SPECIAL LEAVES

Section 1. Leave of Absence: (a) A maximum of thirty (30) calendar days leave of absence for good cause without pay in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Superintendent and Director of Human Resources, provided the employee can be spared from work. Extensions of leave, up to six (6) months, may be granted with the written approval of the Director of Human Resources of the City of Fort Wayne. Subsequent extensions may be granted by approval of the Director of Human Resources or his designated appointee. While on such leave, the employee shall not be deemed to have forfeited his seniority or rights.

(b) In the case of absence of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without the written consent of the Employer, their employment and rights with the City of Fort Wayne shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

(c) Each request for leave shall be considered on an individual basis and shall be granted or refused according to the Employer's judgment of its merit.

(d) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premiums while on leave should be made with the Personnel Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

(e) An employee exceeding the thirty (30) day regular, illness or maternity leave who elects to return to work and is physically and contractually qualified, may return to an open position, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence doesn't qualify for such job, he will be laid off. The employee no longer required shall be laid off.

Section 2. Leave for Union Business: (a) Employees called upon to transact for the Union with the City of Fort Wayne, business which requires them to be absent from duty with the Employer shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints. Employees shall notify management prior to any scheduled union meeting and record time spent on union business on their daily time reports.

(c) Employees who serve on the Union negotiation committee shall be paid their regular base pay for time spent in bargaining the terms of a new Agreement. The maximum that will be paid per session shall be a regular scheduled day's pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time.

(d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the Employer shall, at the end of his term of office, be reinstated in his former position or, if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the Employer to take over

Union duties. On his return, other employees shall consent to the demotions necessary to make room for him. He shall not be paid by the employer during his absence.

Section 3. Bereavement Leave:

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) 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) 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) 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. When a funeral falls on a Saturday or Sunday, the paid day off shall be either the Friday before the Saturday funeral or the Monday following the Sunday funeral. When a funeral falls on a holiday, the paid day off shall be on either day adjacent to the holiday/funeral at the employee's option.
- h. 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.
- i. 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.
- j. Any change in the City policy which becomes more inclusive, such addition shall immediately become part of this section. Any change which is deemed to be less inclusive shall have no effect here.

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. Military Leave: (a) The City 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.

(b) All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties, without loss of pay, pursuant to federal and state law.

ARTICLE XX - RETIREMENT

(a) [Reserved]

(b) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF), pursuant to rules and regulations of the PERF Administrator.

(c) Employees who retire under the terms of any of our recognized retirement programs with twenty (20) years of service or under disability with a minimum of five (5) consecutive 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.

(d) Eligible members may elect coverage under the health insurance plans. This election must be made within thirty (30) days of retirement or shall be lost.

(e) 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 and may re-enroll in 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 HIPAA 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 XXI - SAFETY PRACTICES

(a) If an employee neglects to follow the safety practices established by the Employer for the work he performs (including the proper use of protective equipment supplied by the City,) he shall, after proper warning, be subject to disciplinary action.

(b) Employees required to wear safety shoes shall purchase and wear them. The City will set up an account at a specific store for employees to purchase ANSI safety shoes and/or footwear up to \$250.00 per year. The Employer shall also pay one-half toward the cost of industrial safety glasses (limit of one pair per year) as approved by the Risk Management Department, with receipt of purchase. The Employer will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer.

(c) Both the Employer and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City of Fort Wayne shall forthwith inform the proper supervisor, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

(d) Uniforms shall be worn by all bargaining unit employees. The Dispatcher shall wear a uniform if provided by the Utility. Such uniforms shall be furnished by the Utility at no cost to the employee.

(e) Foul weather gear as determined by management shall be furnished by the Utility at no cost to the employee. Said gear shall be checked in and out by management and assigned to a specific employee.

ARTICLE XXII - INSURANCE COVERAGE

(a) 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, except that none of the above benefits shall apply under conditions stated in Paragraph (c) of this Article.

The cost to bargaining unit employees of such benefits shall be the same as that paid by non-bargaining-unit employees. Members may participate in any City health plans at the rates set for participation in such plan.

(b) Each employee who retires under one of the programs listed in Article XX, Paragraph (c) and who has at least twenty (20) years of service at retirement shall receive a \$10,000.00 life insurance policy for the rest of his/her life.

(c) Termination of Insurance: All insurance coverage will terminate for the following reasons:

1. Termination of employment. All employees who separate from the City for other than gross misconduct shall be subject to COBRA laws.
2. Thirty (30) days after date of layoff.
3. Employees on legitimate regular, illness, or maternity leave of absence will be covered under the City insurance plan for thirty calendar days. In case of illness leave, this will not apply until after all accrued sick leave is exhausted. If the employee elects to extend insurance coverage beyond the 30-calendar-day limit, he/she may do so by contacting the Payroll Department and arranging to pay the full premium at the current rate.
4. Strike or slowdown.

(e) Coverage for new employees shall begin with the first day the employee works following completion of thirty (30) days of employment.

ARTICLE XXIII - SEPARABILITY AND SAVINGS

(a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement

or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has restrained shall not be affected thereby.

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

ARTICLE XXIV - SUCCESSOR CLAUSE

Section 1. The provision 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 any other change in the legal status of the Department of Water Pollution Control Maintenance of the city of Fort Wayne.

ARTICLE XXV - WAGES

Section 1. Skill Based Compensation Listed below are the guidelines for Skill based compensation:

\$.25 per hour for any advanced training deemed necessary by WPCM/STM Management and approved by the Director of City Utilities or his designee, which training is to perform duties over and above the essential duties of the job.

Skill Based Compensation is to be added to each employee's base wage for all hours charged.

Any employee who on January 1, 2014, received skill based compensation under this section shall continue to receive that compensation as long as they remain employed in this bargaining unit by City Utilities.

Section 2. Productivity Bonus Employees will function under a Productivity Bonus program. Management will meet with employees in each department no later than November 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 December 1 of each year. If the parties are unable to agree upon the goals prior to December 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, January 1 - December 31 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 January 1 - December 31 in which the measurables were set, but are currently on a city approved leave.
- Employees who worked the full year January 1 - December 31 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 3. Job Compression

(a) Job "compression" into the categories on the wage schedules are based on creating job flexibility. Flexibility is defined as temporary reassignments due to equipment failures, down time and/or staffing needs and requirements.

(b) 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.

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.

(c) 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.

CTH 414 - WPCM Maintenance
Wage Schedule A - 2014 Rate Schedule Effective

The Employer shall pay the employee's share of PERF contributions. The base rates listed below reflect a 2% increase effective upon legislative approval for the balance of 2014 and retroactive to January 1, 2014. Employees shall receive a 2% wage increase effective January 1, 2015 and again on January 1, 2016. Skill based premiums are not included in the base rate as identified below.

<u>CTH - Wage Tables</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<u>COLLECTION SYSTEM OPERATOR 1</u>	18.85	19.23	19.61
Manhole Sealing Assistant			
Vacuum Assistant			

Combination Repairer/Truck Driver	20.14	20.54	20.95
TV Truck Assistant			
NPDES Assistant			
Flusher Assistant			
<u>COLLECTION SYSTEM OPERATOR II</u>	19.77	20.16	20.57
Manhole Sealing Operator			
NPDES Operator			
Sewer Jet Flusher Operator			
Vacuum Operator			
TV Truck Technician**	20.16	20.56	20.97
<u>COLLECTION SYSTEM OPERATOR III</u>	20.16	20.56	20.97
Storekeeper	20.82	21.24	21.66
Dispatcher**	20.82	21.24	21.66
Data Analyst			
<u>COLLECTION SYSTEM SPECIALIST</u>	20.58	21.00	21.42
Heavy Equipment Operator	20.90	21.32	21.74
Working Foreman	21.48	21.91	22.35
Sewer System Inspector			
Special Investigator			
Night Investigator			

**Existing Dispatchers shall retain existing pay structure.

New bidders into these positions will be paid at the lower hourly rate.

***Daily upgrades shall be paid at the current compression rate.

(Shift premium is 30 cents for all hours worked between 3:30 p.m. and 7:30 a.m., per Article VIII, Section 1.d.)

RECOGNITION AGREEMENT

WHEREAS, the City of Fort Wayne, Indiana has recognized that the Chauffeurs, Teamsters and Helpers Local Union No. 414 represents a majority of the employees in the below-described unit, and

WHEREAS, the Unit covers all employees in job classifications listed in Schedules A, B, C and D of this Agreement.

THEREFORE, be it resolved that this Agreement shall become effective upon legislative approval and shall remain in full force and effect through the 31st day of December 2016.

FOR THE CITY:

FOR THE UNION:

Thomas Henry, Mayor

Walter A. Lytle, Sec.-Treas.

Carol Helton, City Attorney

Dennis Arnold, President

Pete Demitsis, Lab. Relations

Julie Pedraza, Steward

John Clark, Dir., Utility Adm.

Dave Gardiner, Alternate Steward

Jeff Morris, Super/Mainten.

Pat Drudge, Committee Person

Ernie Meyer, Committee Person

Lisa Hormann, Committee Person

SCHEDULE E
WORK FORCE LEARNING AND FLEXIBILITY PATHWAY

1. WORK FORCE LEARNING AND FLEXIBILITY PATHWAY

- A. Step 1: Enhance Collection Systems I job structure by designating Rodder Assistants and Flusher Assistants from the pool of Combination Repairer/Truck Driver positions.
 - 1. Employees who still hold the position of Combination Repairer/Truck Driver are grouped in the Collection System I job compression for flexibility purposes. These employees are primarily intended to support construction related activities.
- B. Step 2: Regroup positions in a job compression structure that is more complimentary to training (see wage scale attachment:).
- C. Step 3: Develop training modules for each position and train employees in their core job function.
- D. Step 4: Upon completion of the training for an employee's current job title, employees who hold assistant positions will be required to go through the operator training module for their particular position. For example, the Flusher Assistant will be required to go through the training for the Flusher Operator job.
- E. Step 5: Upon completion of steps 3 and 4, employees will continue their learning through additional training within their job compression classification. For example, a flusher assistant will be trained in other assistant disciplines (Manhole Sealing Assistant, Vacuum Assistant, Rodder Assistant, TV Assistant), a Vacuum Operator will be trained in other operator disciplines (manhole sealing, rodder, flusher, TV), and so on.
 - 1. Employees without a CDL can still participate in training modules that do not require such licensing. Furthermore, employees without a CDL can still advance to step 6 upon completion of compression classification training modules that do not require CDL licensing.

- F. Step 6: Upon completion of job compression cross training as detailed in Step 5, or earlier with management approval, employees, at their option, will have the opportunity to continue their learning. At this step, additional learning will be focused on "elective training" in areas outside of their job compression.
- G. For employees in the Specialist job compression:
 - 1. Employees in the operations positions (Sewer System Inspector and Sewer Investigation) will not be expected to cross train and substitute for the construction positions (Heavy Equipment Operator and Working Foreman).

SCHEDULE F
RESOURCE SHARING PATHWAY LANGUAGE

1. Resource Sharing Pathway

- A. It is management's intent to implement appropriate systematic changes to facilitate, support and advance the sharing of resources between sewer maintenance and water maintenance. Systematic changes include, but are not limited to, the following:
 - 1. Updating of various non-union job descriptions to reflect responsibilities in support of both sewer and water functions.
 - 2. Reconfiguration of physical facilities.
 - 3. Standardization of support systems, equipment, software systems and related practices.
- B. In support of the resource sharing goal, the union agrees to implement the "you break it you fix it" practice. Under this practice, sewer and water infrastructures damaged during construction shall be repaired by the crew that damaged the infrastructure. A joint NCFO, CTH and management committee shall convene to develop a training program to prepare water and sewer crews to perform repairs in support of the "you break it you fix it" practice. The "you break it you fix it" practice shall be put into place upon the completion of essential training for each construction crew being asked to perform you break it you fix it practices.
- C. As a further sign of support of the resource sharing goal, and an acknowledgment of the long term goal to achieve a significantly higher level of resource sharing, all parties (SEIU, CTH and Management), agree to establish a resource sharing implementation committee. Through this committee, the union agrees to work in a good faith effort to develop language that leads to the implementation of additional, meaningful, resource initiatives, such as a construction resource sharing program, between sewer and water maintenance.

**WPC MAINTENANCE/STORMWATER MAINTENANCE
POLICY AND PROCEDURE #7.0
SUBJECT: MODIFIED DUTY ASSIGNMENT PROGRAM (LIGHT DUTY)
EFFECTIVE 9-18-03**

PURPOSE

This program is designed to provide policies and procedures for managing the return to work of injured and/or seriously ill City employees with minimum time lost.

POLICY

It is the policy of Water Pollution Control Maintenance/Stormwater Maintenance (WPCM/STM) to provide a place of employment that is free from recognized hazards that cause, or are likely to cause, physical harm to employees or the public. However, when serious physical harm does occur to employees in the workplace or not, the City is committed to providing quality medical care and managing those costs associated with medical care. WPCM/STM is committed to the effective return to work of injured or seriously ill employees while enhancing their recovery.

BACKGROUND

Returning employees to work that have been injured in the performance of their jobs, at home or have a serious illness are an important component of WPCM/STM's loss control program. Benefits of a Modified Duty Assignment Program include:

1. Faster, more effective healing.
2. Safer work environment.
3. Direct and indirect savings in lost wages, medical costs and productivity.
4. Improved morale by providing support to employees with alternate assignments during recuperation.

Statistics have shown that without a Modified Duty Program allowing employees to return to work with restrictions, they have little incentive to return to work and are less likely to return the longer they are out of work.

RESPONSIBILITIES

MANAGEMENT

1. Provide resources and support to employees with the Modified Duty Program.
2. Meet with employees to establish a modified duty assignment.
3. Document the modified duty assignment.
4. Encourage proper and ethical practices of the program.
5. Provides alternate duty option to the Workers' Compensation Administrator and Human Resources Manager or appointed personnel.
6. Complete a Return to Duty Form upon the employee's return to regular duty status as stated by the Preferred Provider or other attending physician.

EMPLOYEES

1. Promptly report any injuries or illness to their Supervisor.
2. If injured at work, complete the accident report form.
3. Go to the Preferred Provider for medical evaluation of the injury or illness during working hours.
4. If Preferred Provider or other attending physician gives restricted duty, schedule a meeting with management to establish a modified duty assignment.
5. Once a modified duty assignment has been established between the employer and employee, it is the employees's responsibility to follow the documented guidelines. If the employee fails to follow the guidelines established, they will be placed in an unpaid medical leave for the duration of said injury or serious illness.
6. When an employee is released by the Preferred Provider or other attending physician to return to

normal work activities it must be in writing and given to management.

RISK MANAGER

1. Provide prompt assistance to Manager, Supervisors, and others as necessary on any matter concerning this policy and procedure.
2. Assist with, and develop, Modified Duty Program training, if needed.
3. Provide consultation and audit assistance to ensure effective implementation of the policy and procedure.

DEFINITIONS

1. **Alternate Duty** - duties assigned on a short-term basis and medically approved by the authorized treating healthcare provider to the injured employee.
2. **Work Related Injury** - an injury that occurred while performing a work related function.
3. **Preferred Provider** - a healthcare provider that has entered into an agreement with the city to provide prompt healthcare services to an employee injured during the performance of their job or away from their workplace in a no-pay status.
4. **Serious Illness** - an illness documented by the authorized treating healthcare provider that causes a major adjustment to your basic daily activities.
5. **Transitional Work Assignment** - work assignments that are short-term and that employees with temporary restrictions are given upon return to work following an injury.
6. **Worker's Compensation Leave** - period of time that employees are recuperating from job-related injuries and during which the employee receives a percentage of their regular pay.

GENERAL INFORMATION

FAMILY MEDICAL LEAVE ACT (FMLA)

1. If an employee is on Family Medical Leave for himself/herself they will be required to enter into the Modified Duty Assignment as long as their restrictions allow this.
2. If an employee is on Family Medical Leave for a family member or another qualifying circumstance the employee will not be required to enter into the Modified Duty Assignment program.

MODIFIED DUTY ASSIGNMENT PROCESS

1. An employee can return to work with a work related injury as long as the treating physician has released them to "light duty". The restrictions given by the attending physician will be the guidelines of this process.
2. Example 1 - An injured or ill employee is released to return to work in their normal job as prescribed in their job description but has a restriction of lifting no more than 75 pounds. In this case the employer and the employee would meet and establish a modified duty assignment that describes things that he or she would not do while performing their job. Once the employee is released from the attending physician at maximum medical improvement (100%) then the Return to Duty Form is filled out stating the modified duty assignment has ended.
3. Example 2 - An injured employee has not reached maximum medical improvement (100%) and is ready to return to a transitional work assignment (modified duty) with approval of the treating physician, but retains some disability which prevents successful performance in the original position. WPCM/STM will provide work reassignment suitable to the employee's capacity or restrictions. The employer and employee will meet and establish a modified duty assignment. Once the employee is released from the attending physician at maximum medical improvement (100%) then the Return to Duty Form will be filled out stating the modified duty has ended.

MODIFIED DUTY ASSIGNMENT GUIDE

1. Every employee will be entered into modified duty assignment upon medical certification that the employee may return to some type of light duty. Written return to work authorization must be obtained from the preferred medical provider. Every attempt will be made to modify the employee's current job on a temporary basis to meet restrictions.
2. Injured or seriously ill employees will be under the direct supervision of the supervisor in the area in which he or she is working. However, supervisors should understand their responsibility and be willing to work with employees not normally under their control.
3. The Workers' Compensation Administrator and/or the treating physician shall make the final decision, with input from the employee's supervisor and HR Manager, as to when an employee returns to work at their original position or transitional work assignment.
4. Any employee in a modified duty assignment will be ineligible for overtime until released from such status.
5. Employees are provided with transitional work assignments during their recuperation in order to maintain desirable productivity levels. These assignments will be short term in nature and will last no longer than 90 working days. At this time the transitional work assignment will expire and the employee is expected to return to his or her original position without restrictions. If the employee is still unable to return without restrictions then they would follow the already established guidelines for such time off. Every 20 days (or as needed) management and the employee may re-evaluate the transitional work assignment and change if required.

MATCHING EMPLOYEES TO ALTERNATE DUTY

1. The Workers' Compensation Administrator and/or physician will list all restrictions and submit them to WPCM/STM for review.

2. The doctor's restrictions are then matched to the best possible alternate duty. In the case where there may be an unique restriction from the physician, a check of the alternate duty job chosen will be made to ensure it meets the restrictions or can be modified to meet them. The only party able to assign modified duty to an employee is the superintendent. If the superintendent is unable to schedule a meeting with the employee due to an absence, an agreed upon designee will be used.

**WPCM/STM DEPARTMENT
MODIFIED DUTY ASSIGNMENT**

Employee:	Date:
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The above named Employee is to be assigned light and/or limited duty. The work restrictions listed below are the maximum duty limits and are not to be exceeded by an assignment even if the Employee expresses a willingness to voluntarily exceed these limits.

<u>MODIFIED DUTY LIMITATIONS</u>	<u>ASSOCIATED LIMITATIONS</u>
☐ No prolonged standing	
☐ No prolonged walking	
☐ No prolonged sitting	
☐ No knee bending, squatting, kneeling	
☐ Limited or no use of	
☐ Weight lifting restrictions	
☐ Keep affected area elevated	
☐ Keep dressing dry & clean	
☐ Use crutches/sling/splint	
☐ Other	

☐ The employee has been assigned to the Modified Duty Assignment Program and will not be available to perform his/her normal job duties as _____.

**ENDORSEMENT BY:
EMPLOYEE/SUPERVISOR/MANAGEMENT**

I have been offered a modified duty assignment, as listed below, which complies with work restrictions prescribed by my Doctor.

MODIFIED ASSIGNMENT: ASSIGNED TO LIMITED BARN DUTIES OR OFFICE FUNCTIONS

_____ I accept this assignment.

_____ If I refuse to accept this Modified Duty Assignment, I understand that I will be placed in an unpaid medical leave for the duration of said injury or serious illness.

EMPLOYEE'S SIGNATURE: _____

DATE: _____

READER OR INTERPRETER'S SIGNATURE: _____

DATE: _____

SUPERVISOR'S SIGNATURE: _____

DATE: _____

MANAGER'S SIGNATURE: _____

DATE: _____

**WPCM/STM DEPARTMENT
RETURN TO DUTY**

Employee: _____ Date: _____

Based on a work release from the medical care provider, you are released from Modified Duty/Alternate Duty and are returned to duty.

The following Work Reconditioning Program is to be followed until completed.

Job Title: _____

Employee's Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____

Manager's Signature: _____

Date: _____