

BILL NO. S-14-06-63

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 SEIU, LOCAL 1, FIREMEN & OILERS DIVISION – WATER MAINTENANCE & SERVICE DEPARTMENT.

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 SEIU, LOCAL 1, FIREMEN & OILERS DIVISION – WATER MAINTENANCE & SERVICE DEPARTMENT, 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 SEIU, Local 1, FIREMEN & OILERS DIVISION - Water Maintenance & Service Department for the years 2014, 2015 and 2016 and to approve the other provisions of said agreement.

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

SECTION 1. The **2014-2016 Collective Bargaining Agreement** by the between the City of Fort Wayne, Indiana, and the SEIU, LOCAL 1, FIREMEN & OILERS DIVISION - Water Maintenance & Service Department, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein and on file in the Office of the City Clerk and available for public inspection, is hereby approved and ratified.

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

Council Member

APPROVED AS TO FORM AND LEGALITY


Carol Helton, City Attorney

SEIU, Local 1, Firemen & Oilers Division

January 1, 2014 thru December 31, 2016

CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I	Period of Agreement
Section 1	Working Agreement
Section 2	Wage Schedules
ARTICLE II	Management Rights
ARTICLE III	Union Recognition
Section 1	Union Recognition
Section 2	Agency Shop
Section 3	Dues Checkoff
ARTICLE IV	Non-discrimination
ARTICLE V	Grievance and Arbitration
Section 1	Grievance Procedure
Section 2	Extension of Time Limits
Section 3	Arbitration Procedure
Section 4	Mutual Undertaking
ARTICLE VI	General Regulations and Working Conditions
Section 1	Working Schedules
Section 2	New Employees
Section 3	Seniority
Section 4	Layoffs
Section 5	Promotions
Section 6	Sick and Accident Leave
Section 7	Leaves of Absence
Section 8	Leaves for Union Business
Section 9	Bereavement Leave
Section 10	Jury Duty
Section 11	Military Leave
Section 12	Notification of Absences
Section 13	Transfers
Section 14	Vacations
Section 15	Legal Holidays
Section 16	Personal Time

ARTICLE VI (CONTINUED)

Section 17	Premium Pay-Overtime	35
Section 18	Full Employment and Weather Conditions	40
Section 19	Retirement	41
Section 20	Protective Equipment	44
Section 21	Group Insurance	44
Section 22	Tuition	46
Section 23	Productivity Bonus	46
Section 24	Exam Language	47

ARTICLE VII WAGES 47

Section 1	Signing Bonus	47
Section 2	Skill Based Compensation	47
Section 3	Job Compression	47

ARTICLE VIII RESOURCE SHARING PATHWAY 47

Wage Schedule	49
Work Force Flexibility	50

ADDENDUM A

JOB COMPRESSION 53

PREAMBLE

This Agreement by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Utility or Employer, and Service Employees International Union, Local 1, Firemen & Oilers Division, hereinafter referred to as the Union, covers all job classifications listed in Article VII, the wage schedule.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, 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 at the conclusion of satisfactory negotiations and shall continue in force and effect through the 31st day of December 2016, and from year to year thereafter, unless it is cancelled 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 period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules: (a) The wage and salary rates set out in the Schedule shall take effect the first day of the first pay period following Legislative approval.

(b) Changes in the wage schedules agreeable to both parties can be made at any time.

ARTICLE II - MANAGEMENT RIGHTS

The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including but not limited to the right to decide the policies, methods, work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility'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 and legitimate reasons. The exercise of these rights by Management shall not be used in any manner which negates, modifies, or supersedes the rights of the employees where such rights are expressly set forth in this Agreement.

ARTICLE III - UNION RECOGNITION

Section 1. Union Recognition: (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all types of work usually performed by such employees.

(b) In this regard, complaints filed by the Union which allege violations of this section shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed, the Employer will take necessary corrective action.

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 shall (1) pay to the Union directly an amount equal to the Union's initiation fee and (2) thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money 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 enters a bargaining unit job shall begin such payments in the month in which he/she completed his/her first three months of service in such job.

(b) Employees who for religious reasons cannot become members of the Union shall have an amount equal to above described fee/dues deducted and contributed to a local charity agreeable to the employee and the Union. Such deduction shall be made by the Employer to the named charity with notice of the deduction made to the Union at time such deduction is made.

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

(d) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the

Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff: (a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each such employee an agreed-upon amount representing his/her current regular monthly Union dues and shall remit such monies, together with the appropriate records, to the proper Union officials.

(b) Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility. The Union will be notified by the City when any individual wage assignment is revoked by an employee and concurrently the City will inform such employee of the employee's obligation under this Agreement. In the event of an over-charge 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 Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

(c) Any concerted action on the part of the Union, such as a strike or slowdown, will result in the Union dues checkoff being suspended for one (1) year starting from the date of such strike or slowdown. Slowdown is defined as activities which interfere with the Utility's normal operations, and would be determined by a third party agreeable to both parties.

ARTICLE IV - NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin, disability, or age, as provided in Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act of 1979, the Americans With Disabilities Act, or other applicable employment law.

This Agreement applies to all existing employees with respect to: 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 apprenticeships, layoff, or termination.

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

Article V - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure: The Utility 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 Utility has acted erroneously or improperly in interpreting or applying any of the provisions of this Agreement, then the Union or the employee, within five (5) working days of the Utility's action, may invoke the provisions of this Article V. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident occurred

which gave rise to the grievance. The department manager must give his/her written answer within three (3) working days, weekends and holidays excluded.

Second Step: If no satisfactory settlement is reached in Step 1 within three (3) working days, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director, or his/her designee. Within three (3) working days, the Division director, or his/her designee, shall give his/her written answer.

Third Step: If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three may be within five (5) working days from the receipt of Step Two answer. The Union representative shall discuss the grievance with the Director of Personnel/Labor Relations Director or his/her 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 third step answer, notify the Employer of the Union's intent to arbitrate the dispute.

Section 2. Extension of Time Limits: 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 3. Arbitration Procedure: Upon receipt of the 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, who shall reside or maintain a billing office within two hundred (200) miles of the City of Fort Wayne. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. Either party may reject one

panel but must bear the cost of the replacement panel. 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 Utility and the Union. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given 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/she shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His/her opinion must cite the article and section of the agreement on which he/she has based his/her decision. The decision of the arbitrator shall be final and binding on both parties. The fees of the Federal Mediation and Conciliation Services shall be borne equally by the Utility and the Union.

Section 4. Mutual Undertakings: The services performed by the employees covered by this Agreement are essential to the operation of a municipal utility and to the welfare of the public dependent thereon. In consideration thereof:

(a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program, and protect service to the public.

(b) The Union agrees that in no event whatsoever shall any of the employees covered by this Agreement be permitted to cease or refuse continuous performance of their duties in order

to coerce the Utility in a dispute. The Union agrees that if any of the employees covered herein cease or refuse work of their own volition, the Utility shall be free to obtain competent services to continue its normal operations.

(c) The Union agrees to cooperate with the Utility in replacing any employee covered by this Agreement who is found guilty by the Union and the Utility of not performing his/her duties in a reasonably efficient manner or who consistently acts in an objectionable manner toward his/her fellow employees, the Utility, or its customers.

(d) The Union agrees that Plumber Crew Leader or working supervisory leaders covered by this Agreement are responsible for conduct of field crew members consistent with Utility Work Rules and procedures, and for efficient work performance and service in the field as assigned by department management.

(e) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages or other intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or other intoxicating substances shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

If an employee reports for work and management develops a reasonable suspicion that the employee is under the influence of drugs and/or alcoholic beverages, he/she must submit to a drug/alcohol test. If the employee tests positive for drugs and/or alcohol it will be cause for immediate dismissal.

Theft or misappropriation of property belonging to the City, other employees, or private

citizens shall be cause for immediate dismissal.

(f) The Utility agrees not to prevent the continuous performance of the duties required in the normal and usual operation of the Department; but this shall not be interpreted to restrain the Utility from awarding contracts for work within the scope of this Agreement when, in the judgment of the management, greater efficiency or economy would result. However, if it is decided to contract any such work, it is agreed that no employee having one (1) year or more of seniority will be laid off or transferred to a lower classification of work as a result of such decision.

(g) In consideration of (b) and (c) of this Section, the Utility shall endeavor to handle any misunderstanding that may arise in a fair and equitable manner and shall not coerce employees' position in application of Section 1 of Article V.

ARTICLE VI - GENERAL REGULATIONS AND WORKING CONDITIONS

Section 1. Working Schedules: (a) The regular working hours for employees of the Water Maintenance and Service Department shall be eight (8) consecutive hours which shall begin not earlier than 7:00 a.m. and not later than 8:30 a.m. with a paid lunch period of twenty minutes Monday through Friday, except for employees covered in paragraph (c), (d), and (e) below. The day's work shall begin and end at the storeroom.

(b) Employees shall have the option of remaining at the job site to eat lunch or leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not exceed thirty (30) minutes.

(c) Employees who work on a shift basis shall work according to schedule posted at departmental headquarters. Any service person working the day shift shall work from 8:00 a.m. to 4:00 p.m., with twenty (20) minutes for lunch. The service person working the evening shift shall work from 2:00 p.m. to 10:00 p.m.

(d) Any starting time covered by paragraph (c) may be changed after a minimum of three working (3) days notice. There will not be alternate starting times among the maintenance crews including the line crews, hydrant crews and valve crews except as provided in paragraph (e). The Monday through Friday schedule shall not be reduced during any workweek.

(e) The language in above paragraphs (a), (b), (c) and (d) notwithstanding, Management may, during the period between March 1 and November 30 only, and for good reason establish shifts and shift starting times different than those started in said paragraphs. Prior to taking such action Management shall notify the Union at its headquarters in Chicago, Illinois or such other place as designated by the Union.

- (1) Such notice shall be given not less than forty-five (45) calendar days prior to such anticipated change, and during such forty-five (45) day period Management will meet with the Union to present the anticipated change(s).
- (2) Management shall hear and respond to any inquiry and/or suggestion for change or other modification of Management's plan presented by the Union.
- (3) Any resulting change(s) shall recognize the seniority rights of the affected employee(s) allowing each senior employee a choice, if any, resulting change presents alternatives of whatsoever kind.
- (4) Following completion of the steps listed above, the action directed shall not be

effected until completion of any involved bid period. For purpose of this section, the bid procedure shall be conducted by the assembly of the involved crews or individuals and by seniority each employee in each classification shall by voice, or other agreed sign, select an available vacancy. This procedure shall continue until all crews/positions have been selected. Provision shall be made in order that senior employees unable to attend the scheduled assembly shall be allowed to exercise their choice by telephone contact or by the employee appointing a proxy.

(5) Nothing in this provision shall be construed to prevent Management from establishing contingency plans including shift changes or shift starting time changes provided the forty-five (45) day notice provision is honored.

(f) The language of the above paragraphs (a), (b), (c), (d) and (e) notwithstanding, in the event that Management determines that work schedules are insufficient to meet business demands, upon notice from Management, the union committee shall meet with Management within three days in a good faith effort to agree upon appropriate changes to address the problem.

Section 2. New Employees: (a) A new employee shall be considered a probationary employee for a period of ninety calendar days, during which time the Utility can release such employee at its sole discretion without giving rise to a grievance. This includes employees hired into this bargaining unit from other City bargaining units or from other City jobs.

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

Section 3. Seniority: (a) For the purpose of this Agreement, seniority (length of service in continuous employment) shall date from the first day of employment in the Water Construction Department. In the event two or more employees shall have the same date of hire, seniority shall be determined by alphabetical order, beginning with letter "A," of the first letter of the last name of the employees at the date of hire into the bargaining unit.

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

1. When an employee is laid off for a period of more than two years.
2. When a laid-off employee fails to give notice of his/her intention to return to work within forty-eight hours after the Utility has sent to his/her last known address a registered letter requesting his/her return.
3. When he/she gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him/her, unless unusual circumstances prevent reporting or unless notice of resignation must be given to a secondary employer, in which cases maximum two 2 weeks from date letter has been sent will apply.
4. When he/she resigns his/her employment with the Utility.
5. When he/she is discharged for just cause.
6. When he/she violates the terms of a leave of absence.
7. When he/she accepts a pension under the Public Employees Retirement Fund.
8. When absent more than three days without reporting to his/her supervisor or the office of the Superintendent of the Department.

(c) If an employee covered under Article VII is transferred, promoted or appointed to

a job with the Utility not covered by that Article, he/she shall, upon the expiration of that job or of his/her tenure in that job, be restored to his/her 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 rights accumulated during his/her absence. However, effective with transfers made on or after February 11, 1973, should the transfer extend beyond one year, except for promotion to management in the Water Maintenance and Service Department, an employee's seniority and rights shall be frozen after the transfer shall have extended for 60 working days. No current bargaining unit member shall be forced out of that position. The employee returning would then act in a floating capacity and would exercise his/her seniority rights only to a position that is open.

The seniority and rights of employees transferred in the past from Water Maintenance and Service Department and who, as of February 11, 1973, hold jobs with the Utility not covered by Article VII, are set forth in a separate letter of intent effective as of February 11, 1973.

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

Section 4. Layoffs: (a) Layoffs because of lack of work shall be in accordance with the straight seniority rules; i.e., the employee(s) most recently hired in the Department will be laid off first. When adding to the forces, those in the groups most recently laid off shall be the first in the group to be re-employed, if available. When layoffs affect permanent, full-time employees, the Utility will notify the Union in advance of the application of seniority provisions. A three-day advance notice will be given.

(b) Any employee employed as of January 1, 2010 shall not be subject to layoff during

the term of this Agreement.

Section 5. Promotions: (a) Promotions shall be made by the department manager and the Personnel Director so that the senior qualified bidder is promoted. All employees shall have thirty (30) calendar days trial and may request reinstatement to former position, or management may deem employee unqualified and return to former position, or management may extend the trial period to forty-five (45) calendar days (30 day trial plus 15 day extension) by giving notice to the employee and the Union prior to completion of the thirty (30) day trial period. The term "calendar day" shall include holidays, vacation and sick days. Union may request an extension of the trial period, but management is not required to grant such request, but to deny such request shall not be unreasonable.

(b) Where fitness, ability, efficiency and work record appear to the Employer to be equal, seniority shall govern.

(c) The Union agrees that any employee belonging to the bargaining unit cannot bid on a lower classification after bidding on and receiving a higher classification, unless he/she has served at least one (1) year on the job so received, or unless physical condition supported by competent medical doctor's statement makes it impossible for him/her to perform the job.

(d) He/she can bid on a higher classification at any time if an opportunity presents itself.

(e) When a full-time, active employee leaves the Water Maintenance and Service Department from a job classification covered by this Agreement for reasons other than layoff, the Utility, within five (5) calendar days, shall either notify the Union that the employee will not be replaced, or shall determine that a vacancy exists and shall post on its bulletin boards an invita-

tion for bids on the vacancy. The same procedure shall be followed when the vacancy, although not permanent, is expected to continue on a temporary basis for approximately sixty (60) calendar days or longer; in this instance, the posting shall note that the vacancy is temporary. When an additional position in a job classification is to be filled, a notice shall be similarly posted. (Exceptions to this posting requirement shall be those classifications indicated in Article VII by **.) Temporary bids will be posted for 2 working days and successful bidder will be notified in 1 working day.

(f) Each such notice shall remain posted for a period of five working days; all bids must be submitted before the end of the posting period. Any selection made from among those bidding shall be posted within five additional working days. If the department manager is of the opinion that there were no qualified bidders, he/she shall so inform the Union and those who bid on the job.

Section 6. Sick and Accident Leaves: (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) If a regular, hourly employee is absent from work because he/she is disabled for more than one of his/her consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to use paid sick days for the duration of that disability or until his/her 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 a portion of a paid sick day for the remainder of the shift until his/her paid sick days are exhausted. Use of portions of a Paid Sick Day shall be for a minimum of 30 minutes and in increments of one-tenth of an hour thereafter for pre-approved absences for treatments, testing, or doctor's evaluation. Otherwise, use of portions of Paid Sick Days shall be in one hour increments.

(c) 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 an 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 Worker's Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses paid sick days, paid vacation or paid personal time following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State Worker's Compensation laws and have 2/3 of the paid sick day hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her paid sick days, paid vacation and paid

personal time, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State Worker's Compensation laws unless the injury resulted in casting or overnight hospitalization.

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

(d) *[Reserved]*

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

(f) *[Reserved]*

(g) *[Reserved]*

(h) 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/she becomes unable to work.
3. Have reported the cause of his/her absence before the end of the first scheduled working day of absence.
4. Promptly present a physician's certification that he/she is unable to work, if requested by the Utility.

5. Promptly adopt such remedial measures as may be commensurate with his/her inability to work and permit such reasonable examination and inquiries by the Utility's medical representatives as, in the Utility's judgment, may be necessary to ascertain his/her condition.

(i) [Reserved]

(j) [Reserved]

(k) No paid sick days shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation for other than the City.

(l) Any overpayment of paid sick days because of an error or mistake in determining eligibility or a later discovery of relevant material facts, 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 Utility. In like manner, any paid sick days for an on-the-job injury covered by other payments for time off from Worker's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his/her receipt of such other payments. Employee shall be liable for above described advances for a period of one year from date of payment.

(m) [Reserved]

(n) [Reserved].

Section 7. Attendance Policy

A. 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 VI – Seniority (Section 3).

B. Occurrences – Other Than Medical.

- 1) Each full day of absence shall constitute one occurrence, except under paragraph C, below.
- 2) Each failure to report an absence or tardiness as required by paragraph A, 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.
- 5) Any period that an Employee is in a No Pay Status as defined by City Policy shall be subject to the terms of this Attendance policy.

C. Occurrences – Medical. If an employee has called in to report his/her absence, as required in paragraph A, 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.

D. 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 Union Committee Chairperson in writing 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.

E. 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 use of earned compensatory time.
- 8) Absences due to approved attendance at continuing education classes or seminars.
- 9) FMLA time
- 10) Absences charged to personal time will not count as an occurrence, but must be used as per Article VI, Section 16.
- 11) Pre-approved absences covered by sick time for treatments, testing, or doctor's evaluation (including medical, dental, and vision appointments).

F. 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.

G. Attendance Bonus Pay: Employees who have a minimum of 8040 hours accrued sick time and four months of perfect attendance will be entitled to an additional eight (8) hours of pay. Perfect Attendance shall be defined as working all scheduled hours. The period of four months perfect attendance will begin following the last absence by the employee. Payment of cash bonus will be made within the next pay period following the end of four months' perfect attendance.

Section 7. Leaves of Absence: (a) Each request for leave shall be considered on an individual basis only and shall be granted or refused according to the Utility's judgment of its merit.

(b) With the written approval of the Department Manager, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Labor Relations

Director. Subsequent extensions may be granted with the written approval of the Labor Relations Director up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his/her seniority and rights.

(c) In case of absence of over thirty calendar days, an employee shall be permitted to return to work only if he/she is physically qualified to do so. If he/she remains away more than one (1) year or if he/she accepts employment elsewhere while on such leave without the written consent of the Utility, his/her employment and rights with the Utility shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

(d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

(e) *[Reserved]*

(f) Unless otherwise required by law, an employee returning from a leave of absence exceeding thirty (30) days who elects to return to work and is physically and contractually qualified, will bump the employee having the least seniority in his/her classification. If the employee returning from such leave of absence doesn't qualify for such job, he/she will be laid off. The employee no longer required shall be laid off.

Section 8. Leaves for Union Business: (a) Employees called upon to transact for the Union with the Utility any business which requires them to be absent from duty with the Utility shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off. Permission of the Department Head will not be unreasonably withheld.

(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.

(c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for the 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 hours. Not more than four such employees shall be excused from their duties at one time.

(d) Any employee elected or appointed to an office in the Union requiring him/her to be absent from duty with the Utility shall, at the end of his/her term of office, be reinstated in his/her 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 rights accrued as of the time he/she left the Utility to take over Union duties. Other employees shall consent to the demotions necessary to make room for him/her on his/her return. He/she shall not be paid by the Utility during his/her absence.

Section 9. 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) consecutive work hours off with pay in the case of death of a Spouse, Child, Step Child, Parent, or Step Parent.
- d. The employee shall be granted a maximum of twenty-four (24) consecutive work hours off with pay in the case of death of a Father/Mother-in-law, Brother/Sister, Step Brother/Sister, Half Brother/Sister, Brother/Sister-in-law, Son/Daughter-in-law, Grandparent/Grand-parent of Spouse, or Grandchild.
- e. The employee shall be granted a maximum of eight (8) work hours off with pay in the case of death of an Aunt/Uncle, Aunt/Uncle of Spouse, Niece, or Nephew.
- f. Relatives do not include previous spouses or relatives of such previous spouses or in-laws other than those named.
- g. Employees are required to complete a Request for Bereavement Leave form, along with a notice from the funeral home or an obituary in order to receive the bereavement benefit.
- h. Employees may also use available vacation and/or personal time for bereavement if additional time is needed or if the individual is not covered by this policy. Sick time may not be used for bereavement purposes.

(i) 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 10. 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 11. Military Leave: The Employer shall comply with all applicable state and federal military leave laws to provide leaves of absences and other required benefits to employees who are members of the military.

Section 12. Notification of Absence: *[Reserved]*

Section 13. Transfers: (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he/she shall receive the highest rate of pay for the shift.

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

(c) If an employee is permanently assigned after a successful bid to another job, he/she shall receive the rate of pay of the job.

Section 14. Vacations: (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 ten (10) days paid vacation on completion of one (1) year, fifty-two (52) 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 paragraph (a). However, on the anniversary of the employees' 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 (15) 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 (20) 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, 1996 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 August 1 of first year of current agreement, 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' carry-over shall be forfeited at year's end.

(f) Six-day shift employees shall receive a 6th day of paid vacation time, at straight time pay, for each five consecutive days of vacation taken.

(g) If an employee is called back to work on one or more of the days for which he/she is receiving vacation pay, he/she shall have the vacation days restored and be paid subject to the premium provisions of Section 17.

(h) When setting the schedule of vacations, the Utility shall respect the wishes of the employees in order of their seniority as far as the needs of its services will permit.

(i) When an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utility, an adjustment in his/her final pay shall be made for vacation taken before being fully accrued.

(j) In the event of the death or separation of an employee who has earned but not

used his/her vacation for the contract year in which death or separation occurred, the employee or his/her beneficiary shall receive an amount equivalent to his/her earned vacation plus prorated vacation for the year in which the death or separation occurs, unless paragraph (f) applies. It shall be the responsibility of the employee to designate the beneficiary of the benefits set forth in this paragraph. If the employee fails to make such a designation, then the beneficiary designated on the employee's City life insurance application shall be the beneficiary of the benefits set forth in this paragraph. If no such beneficiary is designated either by the employee or by reference to the employee's City life insurance application, then the benefits set forth in this paragraph shall be payable to the employee's estate.

(k) An employee may sell back to the City accrued vacation in excess of 80 hours and any unused personal days. All requests to sell vacation and personal time back to the City must be made prior to November 1. The City will not accept any requests from November 1 to December 31 of any year.

Section 15. Legal Holidays: (a) Holidays, within the meaning of this Agreement shall be:

New Year's Day	Veterans Day
M. L. King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor 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/her regular straight time base pay for each of the holidays recognized in this Agreement, whether such holiday falls on his/her regularly scheduled work day or not.

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

(d) If an employee works on a holiday, he/she shall receive the applicable straight time pay or applicable premium pay, including any applicable shift premium, for the hours actually worked. Double time will be paid for all hours actually worked on holidays.

Section 16. Personal Time: (a) Separate and independent of vacation and paid sick days allowances, employees under this Agreement shall receive five (5) days personal time each calendar year commencing with the completion of one year's service. 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

(b) Employees hired prior to January 1, 1997 shall receive a longevity bonus equal to 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-(20) years of service. The longevity bonus payment defined in this paragraph shall be made in the first pay period following the employee's anniversary date.

(c) Personal time will be taken separately from any vacation time, and notice of taking such personal time shall be given no later than the start of the working day for which it is used.

Section 17. Premium Pay--Overtime:

(a) All hours worked over forty (40) in a seven-day cycle, which starts at 12:01 a.m. Sunday and ends at midnight Saturday, 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, funeral leave, personal time, vacation time, or unpaid time off.

Time worked on holidays shall be paid for as set out in Section 15, entitled "Legal Holidays."

All overtime hours worked as defined as an emergency, other significant event where all employees are needed and/or special skills are needed which are deemed necessary by management shall be designated as "Special Assignment Overtime". Special Assignment overtime 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. Leave time without pay (unpaid status) will not count.

(b) An hourly rated shift employee whose regularly-scheduled work day falls on Sunday shall be paid straight time for that day.

(c) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. In the event that City General Ordinance No. G-22-92 is repealed, overtime shall be paid as follows:

1. Time and one-half for all work performed in excess of eight hours per day
or on the employee's first scheduled day off.
2. Double time for all work performed on holidays or on the employee's second
scheduled day off.
3. Time and one-half for all hours credited in excess for forty (40) hours per
week; however, no pyramiding of premium pay shall be permitted.

(d) All overtime work shall be equally and impartially divided among the employees who normally work in the job description of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Department in rescheduling work or temporarily transferring employees to avoid overtime work if possible. In addition, management may not add second and third shifts to avoid paying overtime unless mutually agreed between Union and management.

(e) A minimum of four hours at the applicable overtime rate shall be allowed to all

employees who are called back to work after they have been released from their regular day's work. Time shall start when the employees are called; however, all time exceeding forty-five minutes between the time of call and the time of reporting for work shall not be paid for. Management may require employees called out to stay the entire 4 hours if weather conditions are such that additional work would reasonably be anticipated.

(f) Employees called back for and working more than two hours between the hours of 12 midnight and 5:30 a.m. shall be entitled to a rest period extending into his/her immediately following regular scheduled work day without loss of pay for such period. The length of the extension into such work day shall be equal to the hours worked between midnight and the normal start of their shift, but shall not exceed four hours. A callout made after 5:30 a.m. shall not entitle the employee or employees affected to a paid rest period. Pay for all callouts shall be as provided elsewhere in this Agreement.

(g) Paid Meal Period: The Utility shall make available to employees who are required to work overtime 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. If an employee is required to work continuously as much as one and one-half hours beyond the normally scheduled working hours, he/she shall receive a meal which shall be furnished him/her by the Utility; or, if a meal is not so furnished, he/she shall be paid the sum of four dollars (\$4.00) for such meal.
2. Reasonable time, but not more than twenty (20) minutes, shall be allowed for a meal and counted as time worked when work is thereafter continued a minimum of three

(3) hours.

3. If an employee is called out for work one and one-half hours or more prior to his/her regularly scheduled starting time and continues to work his/her stated schedule of work, he/she shall receive a meal which shall be furnished by the Utility or, if a meal is not so furnished, he/she shall be paid the sum of four dollars for such meal.
4. When work continues beyond one and one-half hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four hours commencing one and one-half hours after scheduled quitting time if the employee continues to work through each such interval.
5. If an employee is called out after quitting time or is notified to return the same day for work where there is elapsed time from the completion of his/her regular work schedule to the beginning of such work and if he/she then works four hours or more, a meal shall be furnished at the end of each interval of four hours during the period terminating one and one-half hours before his/her scheduled starting time.
6. Reasonable time, but not more than twenty (20) minutes, shall be allowed for meals and counted as time worked if an employee foregoes the scheduled meal one and one-half hours after regular quitting time and continues to work an additional one and one-half hours.
7. The time paid for eating a meal as provided for in Item 2 of this section shall not be included for the purpose of computing the elapsed time in the next four-hour intervals at the end of which an employee would be entitled to a meal in accordance with Item 4 or 5 of this section.

8. If any of these provisions call for furnishing more than one meal in a four-hour period, only one meal shall be furnished.

9. The Employer shall reimburse any employee up to ten (10) dollars per meal for meals eaten by the employee during call-out situations on Saturday, Sunday, or legal holidays during regular meal times which are defined as breakfast (5 a.m. to 8 a.m.), lunch (11:00 a.m. to 2:00 p.m.) and dinner (5:00 p.m. to 8:00 p.m.) Not more than twenty (20) minutes shall be allowed to eat any such meal as provided in Article VI, Section

1. The ranking supervisor at the scene of the emergency will determine the time to stop for such meals, it is expected the detaining of meals will not interfere with the restoration of service during emergencies.

(h) A shift premium of thirty (30) cents per hour shall be paid for all the hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of thirty-five (35) cents per hour shall be paid for all hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

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

(j) The plumbers crew/leader and/or their designated replacements are to be paid on standby as scheduled by management on a rotating basis for Saturday and Sunday. Employee on standby shall receive regular rate of pay for their regular shift hours for a total of eight (8) hours each day. In the event of an emergency call in, all hours worked shall be paid at applicable

premium pay rates in the contract. In addition, all hours not worked for the remainder of the established shift hours shall be paid at the regular standby rate.

(k) Employees who are off work due to pre-approved absences covered by sick time for treatments, testing, or doctor's evaluation shall be eligible to work overtime if the employee returns to work prior to 3:30 pm.

(l) Except for overtime scheduled due to an emergency, Employees shall be excused from overtime without penalty so long as he/she calls the number designated by the Department at least one hour prior to the start of the overtime work.

Section 18. Full Employment and Weather Conditions:

(a) Regular employees of the Utility shall be furnished and paid for full-time employment in accordance with the working schedules of the various classifications, provided they are ready and able to perform the work.

(b) The Utility and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which work should continue only in the event of an emergency.

(c) A Serviceman and a helper shall be assigned to a truck when work becomes hazardous due to abnormal operating conditions.

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

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

(f) Therefore, it is agreed that when the wind chill factor is -17° F. or lower, or when the temperature alone is zero degrees Fahrenheit 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. An emergency shall exist when public property, Utility property or public health and safety are endangered or when continuity of Utility service is threatened or interrupted. The superintendent or designee shall be responsible for obtaining official wind chill factor and/or temperature readings issued by the U. S. Weather Service.

(g) When conditions of precipitation occur which may make continuation of work hazardous, the section supervisor 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 Department Manager or his designee.

Section 19. Retirement:

(a) [*Reserved*]

(b) [*Reserved*]

(c) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the Employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service in accordance with the rules and regulations of the Plan Administrator.

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

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.

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.

Section 20. Protective Equipment:

(a) If an employee does not use the protective equipment furnished by the Utility according to the safety rules set by the Utility, then he/she shall 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 approved Safety shoes up to \$250.00 per year. The Utility shall pay the cost of one pair of industrial safety glasses as approved by Safety Department with receipt of purchase, up to a maximum of \$50.00 (limit of one pair a year.) The Utility 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 Utility will replace them at the entire cost to the Utility.

(c) Uniforms shall be worn by all bargaining unit employees. Such uniforms shall be furnished by the Utility at no cost to the employee.

(d) Foul weather gear as defined by management as rain suits, hip boots and gloves 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.

(e) Upon the effective date of the 2014 agreement, the City shall provide all employees the following items: bib overall, heavy coat with hood or cover-all, light jacket (duck) or light jacket hooded (duck), and light jacket (service). Thereafter, the City shall provide replacements to employees as items wear out or otherwise become unwearable for legitimate reasons. The City shall also provide such items to new employees who are required to work in inclement weather.

Section 21. Group Insurance:

(a) The Employer agrees that basic health insurance, major medical, dental, and disability insurance benefits shall be extended to all bargaining unit employees during the term of this Agreement.

Benefits described are minimum to be provided. Benefits will be increased and/or costs reduced if such change is provided to any other group of City or Utility employees. In the event a state or national health plan becomes available, this section shall be reopened and discussion held with the intent that the best option or combination of options at least cost be extended to the employees covered under the terms of this Agreement.

(b) Each employee shall be extended a Group Life, Accidental Death, Dismemberment and Loss of Sight Policy in the amount of \$15,000.00 and will remain in full force and effect for the life of this Agreement except that none of the above said benefits shall be applicable under the conditions of paragraph (d) below.

(c) Employees, or beneficiaries of employees, eligible for benefit under provision cited in (b), above, shall receive full payment at employee's regular straight time rate for all accumulated hours of sick and personal accident leave. Beneficiary designation is described in Article VI,

section 14 (j) of this agreement.

(d) Each employee who retires under one of the recognized retirement programs listed in Section 19 (a) of this Article, and who has at least twenty (20) years of service at retirement, shall receive \$10,000 Term Life Insurance Policy for the rest of their life.

(e) Termination of Insurance: All insurance policies will terminate for any of the following reasons:

1. Termination of employment, except as provided under COBRA or the retirement provisions of this Agreement.
2. Thirty (30) days after date of layoff.
3. City employees on legitimate regular, illness or maternity leave of absence will be covered under the Utility insurance plans for thirty (30) calendar days. In case of illness or maternity leave, this will not apply until after all accrued sick leave is exhausted.

If the Utility employee elects to extend such insurance coverage beyond the thirty (30) calendar day coverage, he/she may do so by contacting the Benefits Department and arranging to pay the full insurance premium at the existing rate at the time of, and any rate changes that may occur during, the leave of absence.

(f) Eligibility for Insurance: New employees actively at work on the first (1st) day following thirty (30) days of employment shall be eligible for all insurance plans covered under this Agreement.

Section 22. Tuition: Employees completing management approved education/technical programs with a passing grade, which is defined as a "c" or better in a graded

course and a “pass” in a pass-fail course, shall be reimbursed for full cost for such training.

Section 23.

(a)Productivity Bonus: The Water Maintenance and Service Department (WMS) will function under a Productivity Bonus program. Management will meet with the Union in November of each year to discuss the measurables for the upcoming year. The Union will designate a representative of the WMS Department to meet with Management to discuss these measurables. The measurables must be based on activities at the WMS Department that will reduce costs, increase productivity, or improve safety to be considered productivity bonus measurables. The measurables must also include individual goals as well as plant goals affected by all plant personnel. 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 of the WMS Department 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 at WMS Department are responsible to keep the City notified of any change of address.
- b. Individuals, no longer employed at the WMS Department, who do not have a current address on file at the time of distribution, will waive their rights to receive a distribution.

Section 24. Exam Language: The current practice of the City of Fort Wayne in paying the employee's fee(s) and in providing the necessary time off from work when an employee is required to take an exam, physical examination or to comply with a City, State, or

Federal requirement will be continued for the term of this Agreement.

ARTICLE VII WAGE SCHEDULES

Section 1. *[Reserved]*

Section 2. *[Reserved]*

Wage Schedule

The City shall pay the employee's portion of PERF contributions. The base rates listed below reflect the 2% increase effective upon legislative approval, which shall be retroactive to January 1, 2014. Skill based premiums are not included in the base rate as identified below. Wages shall be increased 2% effective January 1, 2015 and again on January 1, 2016.

2014 Pay rates

Compression Positions:

Service Tech 1	\$19.22
Service Tech 11	\$20.12
Water Operator 1	\$18.91
Water Operator 11	\$20.12

Construction Positions:

Laborer II	\$17.33
Tandem Driver	\$19.16
Utility Person	\$19.16
Backhoe Operator	\$19.89
Plumber Crew Leader	\$20.45

Other Union Positions:

Assistant Storekeeper	\$18.60
Comm/Watch	\$17.33
Dispatcher	\$19.81
Laborer I	\$17.33
Senior Clerk	\$18.60
Storekeeper	\$19.81
Maint Crew Leader	\$19.89
Meter Reader	\$18.23
Meter Reader/Truck	\$19.65

NOTE:

*** Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.

** Shift premium will be paid for regularly scheduled shift hours actually worked.

+ Any employee in the Watch, Maintenance & Communication Operator position who is

solely responsible for radio dispatch, telephone answering, and emergency crew call-ins for two or more hours in any one shift will receive an additional thirty (30) cents per hour for all actual hours worked on that shift.

Work Force Flexibility:

All employees are eligible for work force flexibility pay at \$ 0.30 per hour.

RECOGNITION AGREEMENT

WHEREAS, The City of Fort Wayne, Indiana, has recognized that Local No. 7 of The National Conference of Firemen and Oilers, AFL/CIO, affiliated with the Service Employees International Union, represents a majority of employees in the bargaining unit, and

WHEREAS, the bargaining unit represents employees in job classifications, or their negotiated successor titles, listed in Article VIII, the wage schedule, of this Agreement, then

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

BE IT FURTHER RESOLVED, this Agreement shall be binding upon the successors and assignees of the parties hereto in the event of a sale, transfer, assignment, contract to manage or privatization of bargaining unit work.

Such successor agreement shall maintain all bargaining unit employees with full bargaining unit seniority and all other provisions and benefits provided in this Agreement including a medical and dental plan with comparable employee cost and plan benefits as currently provided under the provisions of the agreement.

In any successor agreement of the current Agreement language - City of Fort Wayne, Indiana, the Utility or Employer, or any other term referring to the Utility shall be interpreted to mean the successor employer.

The City of Fort Wayne, Indiana shall notify any successor or assignee and advise same of their binding obligation to the provisions of this Agreement.

FOR THE CITY:

Thomas Henry, Mayor

Carol Helton, City Attorney

John Clark, Deputy Director

Matt Land, Deputy Director

Pete Demitsas, Labor Relations Manager

FOR THE UNION:

Timothy P. Healy, President

Jeff Goblirsch, Shop Steward

ADDENDUM A - NCFO Job Compression

I. General Job Compression Items

- A. Grandfather all existing employees from GED/HSD requirement. Only employees hired after date of this agreement will be subject to this requirement.
- B. As described below, after bidding 5 Service Technician I positions and 4 Water Operator II positions, any remaining least senior unsuccessful bidders from the Remote Installer and/or Complaint Person positions will be placed, by seniority, into the highest available open position.

II. Service Technician I Job Compression

- A. Compression of senior meter repairer, service person and remote installer into new service technician I job.
 - 1. New job description will include work on large meters up to 50 lb limit
- B. All Service Person staff will transfer directly into the Service Tech position
- C. Management will open bid a minimum of 5 Service Technician I positions
- D. For Service Technician I, Management shall implement least senior assignment of least desirable work in the compressed positions as describe below:
 - 1. Seniority shall be measured as continuous service in the class in which the employee is employed and shall continue until the employee is assigned or is a successful bidder to another class. Work will be assigned to the employees who are willing and able to perform the duties and any disputes that may arise as to the assignment of work shall be resolved by assigning work to the least senior employee.

III. Service Technician II Job Compression

- A. Existing Large Meter Repairer and Chief Utility Plumber will transfer directly into the STII position.
 - 1. Management will exempt these employees from the requirement to take the DSL exam for this position. Future successful bidders, except those that do not have the educational requirement to sit for the exam, will be

required to take the DSL exam. Passage of the DSL exam is not a requirement for the position nor is the employee under any obligation to share the results of their DSL exam with the exception of providing justification for receiving DSL skill based compensation.

2. All employees, existing and future, in this position will be required to attend "short school" training. Overtime to be paid for any after hours short school training.

B. No CDL A requirement for the STII position

IV. Water Operator I Job Compression

A. Existing Hydrant and Valve Staff will transfer to this position.

B. Confined Space Certification to remain a requirement of the WOI job.

V. Water Operator II Job Compression

A. Existing Main Techs will transfer to this position

B. Management will exempt these employees from the requirement to take the DSL exam for this position. Future successful bidders, except those that do not have the educational requirement to sit for the exam, will be required to take the DSL exam. Passage of the DSL exam is not a requirement for the position nor is the employee under any obligation to share the results of their DSL exam with the exception of providing justification for receiving DSL skill based compensation.

1. All employees, existing and future, in this position will be required to attend "short school" training. Overtime to be paid for any after hours short school training

2. Management will open bid 4 other WOII positions.

LETTER AGREEMENT

City of Fort Wayne
&
SEIU Local 1, Firemen & Oilers Division

Employees receiving skill-based compensation pursuant to Article VII, Section 2 shall have such compensation frozen at the rate paid on December 31, 2013 and shall thereafter be grandfathered for such compensation. Such compensation shall be maintained separate from the employee's base rate and shall be payable to the employee so long as the employee remains an employee of City Utilities in this bargaining unit. The following rules shall apply:

- The City shall continue to pay for physicals and required classes for an employee receiving grandfathered skill-based compensation so long as the employee does not refuse to perform work requiring the skill during his/her regular work schedule. If an employee refuses to perform the work, the employee will no longer receive that skill-based compensation.
- An employee who is disqualified from a license or certification solely due to the inability to pass a required physical shall continue to receive the grandfathered compensation so long as the employee remains an employee of City Utilities in this bargaining unit.
- For employees who have a DSL, the City shall continue pay for classes necessary to maintain the license, but shall not pay for new DSL

certifications unless a DSL is required by the job description of the position occupied by the employee.

Employees who have notified the superintendent and signed up for the classes/tests necessary to receive skill-based compensation prior to June 1, 2014 and who complete the requirements for receipt of skill-based compensation prior to December 31, 2014 shall also be grandfathered in accordance with the first paragraph of this Agreement.

Aside from those employees who have been grandfathered pursuant to this Agreement, no other employee will receive skill based compensation until new parameters are established by mutual agreement between City Utilities and the Union. If no agreement is reached on or before December 31, 2014, management may implement revised skill-based compensation at its discretion.

City of Fort Wayne

Union

Dated: _____

Dated: _____

<u>SEIU – Wage Tables</u>	2013	2014	2015	2016
Compression Positions:				
Service Tech 1	\$19.80	20.20	20.60	21.01
Service Tech 11	\$20.73	21.15	21.57	22.00
Water Operator 1	\$19.48	19.87	20.27	20.67
Water Operator 11	\$20.73	21.15	21.57	22.00
Construction Positions:				
Laborer II	\$17.85	18.21	18.57	18.94
Tandem Driver	\$19.74	20.14	20.54	20.95
Utility Person	\$19.74	20.14	20.54	20.95
Backhoe Operator	\$20.49	20.90	21.32	21.74
Plumber Crew Leader	\$21.06	21.48	21.91	22.35
Other Union Positions:				
Assistant Storekeeper	\$19.17	19.55	19.95	20.34
Comm/Watch	\$17.85	18.21	18.57	18.94
Dispatcher	\$20.41	20.82	21.24	21.66
Laborer I	\$17.85	18.21	18.57	18.94
Senior Clerk	\$19.17	19.55	19.95	20.34
Storekeeper	\$20.41	20.82	21.24	21.66
Maint Crew Leader	\$20.49	20.90	21.32	21.74
Meter Reader	\$18.78	19.16	19.54	19.93
Meter Reader/Truck	\$20.25	20.66	21.07	21.49