

BILL NO. S-14-06-64

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, INDIANA-KENTUCKY ORGANIZING COMMITTEE, #962

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 American Federation of State, County and Municipal employees, Indiana-Kentucky Organizing Committee, #962, 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 American Federation of State, County and Municipal Employees, Indiana-Kentucky Organizing Committee, #962, 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 American Federation of State, County and Municipal Employees, Indiana-Kentucky Organizing Committee, #962, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein and on file in the Office of the City Clerk and available for public inspection, is hereby approved and ratified.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

AGREEMENT BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND



**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, INDIANA-KENTUCKY
ORGANIZING COMMITTEE, #962**

EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

CITY UTILITIES
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
INDIANA-KENTUCKY ORGANIZING COMMITTEE, #962

January 1, 2014 thru December 31, 2016

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AFSCME Agreement - 2014/2016

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PREAMBLE

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Indiana-Kentucky Organizing Committee, #962, 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: Whereas the City of Fort Wayne owns and operates water and sewage utilities and supplies such services to schools, parks, playgrounds, public buildings, and other municipal facilities, as well as to its regular customers, and,

Whereas, the nature of these services requires continuity of operation,

Therefore, to facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, its employees, 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 full 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, except as provided in Section 1(a). 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.

(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 Schedule A shall take effect at the conclusion of satisfactory negotiations.

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

ARTICLE II - Union Recognition

Section 1. Recognition: (a) The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for its full-time regular and probationary employees working in or out of the General Office in the job classifications listed in Article VIII and in such similar job classifications which may be created hereafter not classified as "Confidential", "Supervisory" or "Professional" by the City Council after 1992.

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

(c) The AFSCME Indiana-Kentucky Organizing Committee, #962 Staff Representative may participate in any and all meetings pertaining to union business.

Section 2. Fair Share: (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 or through payroll deductions, a fair share fee as determined by the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he/she completes his/her first three months of service in such job.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him/her by certified letter (with a copy to the Director of Human Resources) 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 Employer to terminate his/her 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/she shall be removed from employment with the Employer, losing all seniority rights and other rights and benefits established by this Agreement.

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

(d) After ninety (90) days, all temporary employees who work more than twenty (20) hours per week will be required to pay the Union, either directly or through payroll deduction, an amount equal to the regular monthly dues or fees in effect for other employees in the bargaining unit who are members of the Union.

Section 3. Dues Checkoff: (a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement, the Employer shall deduct each month from the earnings of each of said employees an amount representing current regular monthly Union dues and fees and shall remit such monies together with the appropriate records to the designated Union official. Any individual wage assignments may be revoked by the employee by giving proper written notice to the Employer. The Employer will notify the Union of any such revocation. In the event of an 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 Employer'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.

(b) Any concerted action on the part of the Union, such as strike or slow downs, will result in the Union dues check-off being suspended for one (1) year, starting from the day of such strike or slow down.

Section 4. Bargaining Committee Pay: Each member of the Bargaining Committee, which shall not exceed four (4) in number, shall be compensated at his/her regular straight time rate for each hour spent in attendance at meetings regularly scheduled with the management during his scheduled hours of employment. However, for preparation thereof on the day of negotiations, two (2) hours maximum shall be allowed.

Section 5. Grievance Committee Pay: Members of the Grievance Committee, which shall not exceed a total of three in number at any one time, who are required to transact business with the Employer and are required to be absent from their regular job duties shall be allowed to transact the business without loss of regular pay.

Section 6. Transfer Out of Bargaining Unit: (a) Any employee, after the ratification of this agreement, who voluntarily transfers, is promoted or agrees to an appointment from a

classification within the bargaining unit to a supervisory or other excluded classification shall not continue to accrue seniority rights in the bargaining unit after January 1, 2000.

(b) If an employee covered by this Article has transferred out prior to January 1, 2000, they shall be allowed to return to a vacant position within the bargaining unit, they will not be allowed to displace current bargaining unit employees. If there is no vacant position at the time the employee requests to return, the employee shall have the recall rights under Article VI of the Agreement.

ARTICLE III - Management Rights and Responsibilities

Section 1. 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, promote, assign and transfer employees and to release such employees because of lack of work or for just cause. The Employer shall also have the right to discharge, suspend, demote or discipline for just cause. 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.

Any actions that may be taken by management pursuant to this section shall be subject to the grievance procedure as outlined in Article V of this Agreement.

Section 2. 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 in Title VII of the 1964 Civil Rights Act, as amended, and the Age Discrimination in Employment Act of 1979. Any conflict between this Agreement and the Americans With Disabilities Act shall be resolved in favor of the Act.

ARTICLE IV - Mutual Undertakings

1) Management has the right to perform, or subcontract work of a kind or nature that has been historically performed by bargaining unit members, so long as the following provisions are complied with.

- a. Bargaining unit members, as of January 1st 1993, who have at least 5 years seniority, and who are affected by any decision to have management perform or contract out work, will be offered no less than 40 hours per week.
- b. Bargaining unit members, as of January 1st, 1993 and have at least five (5) years of seniority, who are affected by any decision to have management perform or contract out work shall not suffer a loss in pay or wage rate.
- c. No bargaining unit member, as of January 1st, 1993, who has at least 5 years seniority, who are affected by any decision by management to perform or contract out work shall be laid off.
- d. Work performed by its employees in positions designated as confidential, supervisory, or professional by the Common Council, in the year 1992 or thereafter, shall not be considered work of a kind or nature historically performed by bargaining unit employees.

2) The Union shall be notified no less than thirty (30) days prior to management going to the City Council to ask for the position to be changed and the date the proposal is going to be presented.

ARTICLE V - Grievance and Arbitration

Section 1. Grievance Procedure: The Employer and the Union recognize that, from time to time, grievances, disputes and complaints 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 applying any of the provisions of this Agreement, then the Union or the employee, within fifteen (15) calendar days of the Employer'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.

Step 1: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident which gave rise to the grievance occurred. The department manager must give his/her written answer within fifteen (15) working days, weekends and holidays excluded. During the investigation of a grievance the City agrees to provide any pertinent information, not protected from disclosure by law, requested

by the Union within five (5) work days, unless reasonably unable to do so. Time limits may be extended by mutual agreement, which agreement will not be withheld unreasonably.

Step 2. If no satisfactory settlement is reached in Step 1 within five (5) working days, of the receipt of the answer from the manager of the department, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director. Within five (5) working days of the discussion, the Division director shall give his/her written answer to the Union representative.

Step 3. If no satisfactory settlement is reached in Step 2, the Union shall forward the grievance within ten (10) working days of receipt of the Step 2 answer to the Director of Human Resources. The Director will arrange to meet with the Union Committee within ten (10) working days after receipt of such grievance. Within ten (10) working days following such meeting, the Director will render his/her decision, incorporating the detailed position of the Employer in respect to the grievance. If a satisfactory adjustment has not been reached, either party shall not have more than thirty (30) calendar days to submit the grievance to arbitration. The party that submits the case to arbitration shall notify the other party by written notice.

Section 2. 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 which agreement will not be withheld unreasonably. If the City fails to meet the specified time limit, the grievance is settled on the basis of the Union's demand and if the Union fails to meet the time limit, the grievance is settled on the City's last response.

Section 3. Arbitration: (a) Either party shall apply to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The Employer and the Union shall each, within fourteen (14) calendar days after receiving the panel, alternately strike one name from the list; the last remaining name shall be the arbitrator. Each party may reject one panel. The party rejecting a panel must pay the cost of a replacement panel.

(b) The arbitrator shall then hear the evidence and, within thirty (30) days of the closing of the hearing, give the decision, with the award or remedy not to exceed that requested in the grievance. Such decision shall be final and binding on both parties.

(c) The arbitrator shall have no authority to add to, detract from, or in any way modify the terms of this Agreement or the wages set out in Article VIII.

(d) The fees and expenses of the arbitration shall be borne equally by the Employer and the Union.

ARTICLE VI - Representation

Section 1. Seniority: (a) The seniority of any employees working for the Employer shall mean length of service with the Employer in work now covered by the bargaining unit. When two or more employees share the same seniority date, the employee with the lowest number represented by the last four digits of the employee's Social Security number shall be designated the senior employee.

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

- 1) When employee is laid off for a period of more than two years.
 - 2) When a laid-off employee fails to give notice of his intention to return to work within seven (7) working days after the Employer has sent to his last-known address a certified letter requesting employee's return (a copy of such letter must be sent to the Business Agent of the Union.)
 - 3) When employee gives such notice but fails to return to work within three (3) days after giving notice of intent to return to work, unless unusual circumstances prevent reporting, or unless notice of resignation must be given to a secondary employer, in which cases maximum two weeks from date letter has been sent will apply.
 - 4) When employee submits his resignation to the Employer.
 - 5) When employee is discharged for just cause.
 - 6) When an employee retires voluntarily.
 - 7) When employee violates the terms of a leave of absence.
 - 8) When employee is pensioned by the Employer.
 - 9) When employee is absent more than three (3) days without reporting the absence to the supervisor, unless there are unusual circumstances that prevent reporting.
- (c) Seniority shall continue to accumulate during suspensions for disciplinary reasons.
- (d) The seniority occupational group shall be:

- 1) Customer Relations:
Cashier
Credit & Collection Specialist
Customer Relations Rep.
Customer Relations Rep./Cashier
Customer Relations Rep./Clerical
Customer Relations Rep./Solid Waste Utility Clerk I
Data Control/Audit-Error Spec. Utility Clerk II

The Employer shall maintain a current seniority list at all times, and by January 31 of each year, shall submit such list to the Union for review. The Union shall notify the Employer within thirty (30) days of any disagreements with such list. The parties agree to attempt to resolve any seniority list disagreement informally and further agree that any unresolved disagreements over the seniority list shall not be the basis for grievance or arbitration unless and until the use of the seniority list deprives a member of the bargaining unit of either a job opening or some benefit under this Agreement.

(e) The Union agrees to the removal of the following vacant positions from the bargaining unit effective upon the effective date of the Agreement:

Work Order Clerk	File Clerk
Chief Meter Reader	Receptionist
Credit and Collection Clerk II	Credit & Collection Clerk I
Information Specialist	Data Control Specialist
Receptionist/Walk-In	Permit Specialist
Security Guard	Meter Reader
Senior Permit Specialist	Meter Reader/Truck
Utility Truck Reader	

However, in the event any such position should be filled in the future, it will again be included in the bargaining unit. If a position is created which has substantially the same duties as one of these positions, but has a different title, such position shall also be included in the bargaining unit.

Section 2. Probationary Employees: (a) An employee shall be deemed a probationary employee for the first ninety (90) days in this bargaining unit, with management having the unilateral right to extend the probationary period for an additional thirty (30) days. The probationary employee shall be notified no later than the seventy-fifth (75) day of employment

that management is considering the extension of the probationary period with written reasons for the proposed extension. A copy of the notice shall also be given to the Union.

(b) The Employer shall have the exclusive right to discharge such probationary employee at any time with or without cause.

(c) Upon completion of the probationary period, the employee shall be placed on the seniority list as a regular employee and credited with the seniority and service which accumulated during the probationary period and shall be entitled to all rights and privileges of this Agreement.

(d) The Employer shall promptly notify the Union of all new employees hired.

Section 3. Temporary Employees: (a) The Employer shall have the right to hire temporary employees to perform work of a limited duration so long as such hirings do not result in the demotion, replacement, or layoff of regular employees, nor prevent the filling of vacancies, nor keep regular employees from promotional opportunities.

(b) A temporary employee shall be paid at rates to be determined by the Employer for a period not exceeding one-hundred twenty (120) calendar days. A temporary employee who fills in for vacancy or need beyond one-hundred twenty (120) calendar days shall be paid not less than the minimum for the job performed as reflected in wage schedules. The application of the General Regulations and Working Conditions shall be at the discretion of the Utility.

(c) The Employer shall notify the Union whenever a temporary employee is hired for work covered by this Agreement, stating the purpose of which he/she is being hired and the approximate period of employment.

Section 4. Job Vacancies: (a) Full-time bargaining unit employees, who have completed their probationary period, shall be permitted to bid on job vacancies.

(b) Management reserves the right to fill a job vacancy with the applicant who is the most qualified for the open job position. However, where all qualifications appear to be equal, seniority shall govern.

(c) When an employee leaves a job classification covered by this Agreement for reasons other than layoff, the Employer within twenty-one (21) calendar days shall either notify the Union that the employee shall not be replaced or shall post on its bulletin boards an invitation for bids on the job classification, describing the duties, skills, and qualifications and the wage or salary rate to be paid. When an additional position in a job classification covered by this Agreement is to be filled, a notice shall be similarly posted.

(d) Each such notice shall be posted for five working days; all bids must be submitted before the end of this posting period. An employee, or a Union officer on his/her behalf, shall submit his/her bid,, the employee shall keep one copy, deliver one copy to the Employer, and deliver one copy to the union.

(e) Within four (4) calendar weeks following the close of the posting period, the Employer shall make its selection from among those bidding and shall post the name of the person selected. However, the Employer will notify the Union of the person selected before the decision is announced. An employee awarded a higher-paying position shall be slotted into such position at the rate closest to her/his current rate without loss.

(f) If an employee with greater seniority is bypassed in filling any such vacancy, he/she shall be informed of the reasons therefore. An employee who makes application for any such vacancy and does not receive the requested transfer shall, upon request, be informed of the reasons therefore. If the Employer judges that there were no qualified bidders, it shall so inform the Union and those who bid for the position.

(g) In filling any such vacancy, the employee shall be considered in a learning capacity for a period not to exceed forty-five (45) calendar days. The employee shall either be returned to his/her former classification prior to the expiration of the forty-five (45) days, or shall receive the permanent classification after the forty-five day period.

(h) When a temporary vacancy, such as one created by illness or a leave of absence occurs for a minimum of ten (10) working days in a job classification covered by this Agreement, the Employer shall have the right to fill such vacancy by appointing a temporary replacement. All temporary assignments made in accordance with this paragraph shall be provisional only and shall be revoked by the return of the regular employee. In appointing a temporary replacement, management will take into consideration the wishes of a bargaining unit employee with the most seniority who wants to learn new job skills.

Section 5. Temporary 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 higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he/she shall first enter the job at the first step and shall accumulate credit for time spent on the job. He/she shall receive either his/her own rate or the rate of the step he/she enters, whichever is greater.

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

Section 6. Layoff: (a) When layoffs become necessary, the employees with the least seniority within a seniority occupational grouping shall be laid off in reverse order of seniority to the extent that shall be determined by the reduced work available. All employees shall receive a two (2) calendar week layoff notice.

(b) An employee subject to layoff shall displace the least senior employee of lesser seniority in a classification of equal or lower level, provided he/she is qualified to perform the work. In the event that this is not possible, the employee shall be laid off. "Qualified," for purposes of this section, means meeting, or exceeding, the minimum requirements for the position.

(c) Any employee transferred to another job classification due to layoff shall receive their present hourly rate and remain frozen at same until they have accumulated the necessary length of time on the job as outlined in the wage schedule, but in no instance, will an employee receive greater than the maximum rate in that classification.

(d) When adding to the forces, those most recently released within a period of two (2) years on account of curtailment of work shall be the first reemployed, if available and qualified, provided they are physically able to return to work.

Section 7. Technological Job Changes: (a) The Employer may find it necessary or desirable to make changes in equipment, operation, or the organization of work which could result in changing the duties of any job classification. When such revisions are necessary, the Employer shall furnish the Union full information on the impending changes and discuss the changes with the Union.

(b) An employee displaced from his/her job classification as a result of such changes or found to be disqualified may bump into a job on the same or lower salary level provided he/she is qualified, according to Section 6 of this Article.

ARTICLE VII - General Regulations and Working Conditions

Section 1. Work Schedule: (a) The work week shall begin at 12:01 a.m. Sunday and shall conclude at 12:00 midnight the following Saturday.

- 1) The offices will be open between the hours of 7:30 a.m. and 5:30 p.m., Monday through Friday, to serve the public.
- 2) Each section, where applicable, will have posted, in a conspicuous place, a sign-in/sign-out sheet to be used by all employees to post time reporting in and out at the beginning and end of the workday, and to record breaks and lunch hours. Electronic application may be used in lieu of a sign-up sheet.
- 3) Five-day workweeks are required. Any time worked in excess of eight (8) hours per day will not be reimbursed at time and one-half, unless supervisors deem overtime necessary.
- 4) Working through breaks and lunch periods may not be used as a means of reducing the length of the workday.
- 5) Lunch periods shall be not more than sixty (60) minutes.

(b) A paid rest period of fifteen (15) minutes shall be granted in the first and second halves of the work day. Rest periods shall be free time for employees. Rest periods and lunches shall be taken away from the work station.

(c) The choice of work week available from those established by management shall be determined based on the SENIORITY of the employee. The core hours of the City shall be from 7:30 a.m. to 5:30 p.m., Monday through Friday. Work weeks designed for bargaining unit employees to cover the core hours of the City may not begin prior to 7:00 a.m. and end no later than 6:00 p.m. For good and sufficient cause, management may change this schedule provided management notifies the union no less than 30 days prior to the proposed implementation of any such change.

(d) Reference herein to workweeks or workdays shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2.: *[Reserved]*

Section 3. Sick and Accident Leave: (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. Paid Sick

days may be utilized for an absence due to the employee's sickness or injury or for any absence that qualifies for protection under the Family Medical Leave Act. Paid Sick days also may be utilized by employees for medical appointments providing such appointments are made in advance, the Employer is notified of the anticipated absence, and attendance by recognized medical physician is verified.

(b) Attendance Requirements

1. 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. An 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 1(b)(4)).

2. Occurrences – Other Than Medical.

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

3. Occurrences – Medical. If an employee has called in to report his/her absence, as required in paragraph b(1), and a Doctor's note indicating the employee is unable to work has been provided to the City specifying the employee was unable to work the multiple consecutive absences covered by the Doctor's note, it shall count as one

occurrence. The Doctor's note should be presented to the City as soon as possible; however, the employee must present the Doctor's note immediately upon return to work in order to get credit for the period of absence.

4. 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 a Union Officer in writing the employee has reached disciplinary action regarding their attendance.

- (a) Documented Verbal Counseling. If an employee accumulates four occurrences within a rolling calendar year, the employee will receive a Documented Verbal Counseling.
- (b) First Written Reprimand. If an employee accumulates six occurrences within a rolling calendar year, the employee will receive a First Written Reprimand.
- (c) Final Written Reprimand. If an employee accumulates seven occurrences within a rolling calendar year, the employee will receive a Final Written Reprimand.
- (d) Termination. If an employee accumulates eight occurrences within a rolling calendar year, the employee will be terminated.

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

- (a) Approved vacations and leaves of absence.
- (b) Jury Duty (time actually spent on Jury Duty, plus reasonable travel time).
- (c) Approved absences due to lack of work or disciplinary suspension.
- (d) Absence due to a work-related illness or injury.
- (e) 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.

- (f) Voting time on Election Day as outlined in the City Ordinance.
- (g) Absences due to approved use of earned compensatory time.
- (h) Absences due to approved attendance at continuing education classes or seminars.
- (i) FMLA time
- (j) Absences charged to personal time will not count as an occurrence, but must be used as per Article VII, Section 9.
- (k) Pre-approved absences covered by sick time for treatments, testing, or doctor's evaluation.

6. Miscellaneous provisions.

- (a) Failure to report for scheduled overtime after accepting the assignment will be counted as scheduled work for occurrences for attendance accumulation purposes.
- (b) 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.

(c) If an employee covered by this agreement is absent from work because he/she is ill for more than one (1) of his/her scheduled working days then, beginning with the first day of absence from work, the employee shall be entitled to accrued paid sick days, payable for the duration of that illness or until his/her accrued paid sick days credit is exhausted. An employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to accrued sick leave for the remainder of the shift, until his/her sick leave is exhausted. If the employee elects to leave his/her work area without being sent home by management he/she will not be paid for the remainder of the shift. Use of portions of a Paid Sick Day shall be for a minimum of 30 minutes and in increments of 1/10th of an hour thereafter for preapproved absences for treatments, testing, or doctor's evaluation. Otherwise, use portions of paid sick days shall be in one (1) hour increments.

(d) 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 accrued paid sick days, paid vacation or paid personal time during such temporary disability. However, if the employee uses accrued 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 7 calendar days, (if the disability continues for longer than twenty-one (21) days) and have two-thirds (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 Workers' Compensation laws and have 2/3 of the paid sick days hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her accrued 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 an injury resulted in casting 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.

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

(f) *[reserved]*

(g) If an employee has been granted a leave of absence of more than thirty (30) calendar days and that employee becomes disabled before the effective day of the leave, any paid sick days allowances to which he/she may otherwise be entitled shall cease upon the effective date of the

leave. If an employee becomes disabled while on any such leave of absence, he/she shall not be entitled to any paid sick days allowances for that disability.

(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 ill/disabled.
- 3) Have reported the cause of his/her absence as required in the attendance policy
- 4) Promptly present a physician's certification that he/she is disabled, if requested by the Employer.
- 5) Promptly adopt such remedial measures as may be commensurate with his/her illness/disability 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/her condition.

(i) An employee on a paid sick day or a leave of absence shall notify his/her supervisor as far in advance as possible of the day on which he/she intends to return to work.

(j) No paid sick leave shall be allowed for injury caused by willful violence or as a consequence of working for compensation outside the Employer.

(k) Any overpayment of accrued paid sick days because of an error or mistake in determining the eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and arrangements shall be made for payments by the employee to the Employer. In like manner, any accrued 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 (d) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Employer upon his/her receipt of such other payments.

Section 4. Leave of Absence: (a) A maximum of thirty (30) calendar days leave of absence without pay or any other benefits in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the department manager, provided he/she can be spared from duty. Such leave may be extended to six (6) months with the written approval of the Director of Human Resources. Subsequent extensions

may be granted by approval of the Director of Human Resources. While on such leave, the employee shall not be deemed to have forfeited his/her seniority and rights.

(b) If the employee remains away more than the approved leave term or accepts employment elsewhere while on such leave without the written consent of the Employer, his/her employment and rights with the Employer shall be considered terminated.

(c) Any employee elected or appointed to attend or work full-time in labor activity necessitating a leave of absence shall be granted such leave without affecting his/her seniority rights. Any employee who is elected or appointed to attend union conferences shall be granted time off to attend. No more than one person from a department will leave at any time. No more than two (2) union employees will leave at any one time. At least one (1) week's notice will be provided to management. President of Local 1384 to countersign for authenticity and may be verified with AFSCME Council 62 Staff Representative. This leave is an excused unpaid absence by the City. There is a one hundred twenty (120) hour maximum for the union per year, and no more than forty (40) hours maximum leave per year per employee.

(d) Each request for leave shall be considered on an individual basis and shall be granted or refused according to its merit. Any leave taken shall be without pay.

Employees exceeding the initial thirty (30) days leave of absence who elect to return to work, will bump the employee having the least seniority in the classification that is equal or lower, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence does not qualify for such job, he/she will be laid off. The employee no longer required shall be laid off.

Section 5. Funeral 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/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. 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.

Section 6. 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 7. 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 8. Vacation: (a) Upon completion of one (1) full year of service, the employee shall be eligible for two weeks (10 days) of paid vacation. Vacation time is accrued at the rate of 1.54 hours for each week employed in a pay status or the equivalent of two (2) weeks per year. Subsequent to the one year anniversary date, vacation time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(b) When an employee completes five (5) years of continuous service he/she shall accrue vacation at the rate of 2.31 hours for each week employed in a pay status or the equivalent of three (3) weeks per year. This time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(c) When an employee completes fourteen (14) years of continuous service, he/she shall accrue vacation at the rate of 3.08 hours for each week employed in a pay status or the equivalent of four (4) weeks per year. This time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(d) Current employees hired prior to January 1, 1996 with less than 20 years of service with the City of Fort Wayne shall receive a longevity bonus (40 hrs. x hr. rate) payable upon 20 years of service with the City of Fort Wayne and each year thereafter, or shall have the choice of taking a fifth week of vacation. The payment shall be a lump sum payment paid during the first pay period after the employee's anniversary date. The choice must be made by September 16 of each year.

(e) Current employees with 20 years or more service as of December 31, 1995 shall have the choice of taking a fifth week of vacation or receiving the longevity payment defined in paragraph (d). The choice must be made by September 16 of each year.

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

(g) When a paid holiday occurs during an employee's vacation, the supervisor of his/her department shall have the option of allowing such employee either an additional day of paid vacation (to be taken at a time mutually agreeable to the supervisor and the employee) or an additional day's pay. The Employer shall notify the employee before his/her vacation leave begins of its choice of these alternatives.

(h) 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 be paid at a rate of one and one half (1 ½) their rate for all hours worked during that period.

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

(j) The employee shall give twenty four (24) hour notice, excluding weekends and holidays, to use vacation time in one (1) or two (2) day increments subject to same emergency exceptions that cover use of personal time.

(k) The employee shall give 72 hours notice, excluding weekends and holidays, to use vacation time in more than two (2) day increments.

(l) Upon termination of City employment, the employee shall be paid for all accrued and unused vacation.

Section 9. Personal Time: (a) Separate and independent of vacation and sick leave allowances, full time employees shall receive personal days off with pay each year based on the schedule below:

<u>First Calendar Year of Employment</u>		<u>Future Calendar</u> <u>(*2nd, 3rd and 4th Calendar)</u>
		<u>Years</u>
Jan	5	5
Feb	5	5
Mar	5	5
Apr	5	5
May	3	5
Jun	3	5
Jul	3	5
Aug	3	5
Sep	2	5
Oct	2	5

Nov	1	5
Dec	0	5

(b) Employees hired after December 31, 1995 will receive five (5) personal days per year.

(c) Employees hired prior to January 1, 1996 will receive six (6) personal days and a longevity bonus equal to sixteen (16) hours x hourly rate per year at five (5) years of service and every year thereafter. The longevity bonus payment defined in this paragraph shall be made in the first pay period following the employee's anniversary date. For the year 1999, the sixth personal day shall be paid to the employee prior to December 31, 1999.

(d) Personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to the requested day(s) off. In the event of an emergency as determined by the department manager, the one working day notice may be waived.

Section 10. Legal Holidays: (a) Holidays, within the meaning of this Agreement, shall be as follows:

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 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 Employer is given.

(d) If an employee works on a holiday, he/she shall receive, in addition to his/her holiday pay, 1 ½ times his/her regular, straight-time pay for the hours actually worked.

Section 11. Premium Pay & Overtime: (a) Except as provided elsewhere, all work performed outside the established working hours by hourly paid employees shall be paid for as provided in G-22-92. Premium pay, at one and one-half times the regular rate, shall be paid for hours actually worked in excess of forty (40) in any seven (7) day work cycle. The work cycle shall begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. However, if mutually agreeable to the department head and employee, on a case-by-case basis, an employee may receive compensatory time for overtime worked. If the department head and employee are not able to reach an agreement concerning the form of compensation to be given for overtime worked, the provision in Section 12(a) shall prevail. Paid leave, other than the use of earned compensatory time and holidays, shall not be counted toward the forty (40) hour base. Compensatory time will be paid in full when transferring from one classification to another. Time worked on holidays shall be paid for as set out in Section 11, "Legal Holidays."

(b) Management will make every effort to see that all overtime work shall be equally and impartially divided among the employees who work within the classification of the work being performed, at the applicable overtime rate. If there are no volunteers from among the employees in the classification of work being performed, overtime will be offered to the most senior qualified employee from the department to perform the work with the least overtime for the year offered. Again, the work will be equally and impartially divided on a rotating basis to the maximum extent possible. Management will make the overtime log available at the Union's request.

All other overtime work shall be equally and impartially divided on a rotating basis. The normal remedy for failure to offer overtime in connection with this section is the obligation to offer the missed employee the next available overtime opportunity.

When there are no volunteers for any overtime requested by management, the overtime shall be assigned to the least senior qualified employee on a rotating basis.

(c) A minimum of four hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time will start when employee reports for work.

(d) A shift premium of fifty (50) cents per hour shall be paid for all hours actually worked between 7:00 p.m. and 12:00 midnight; a shift premium of seventy-five (75) cents per hour shall be paid for all hours actually worked between 12:00 midnight and 7:00 a.m.

Section 12. Disciplinary Action: The Employer may discipline or discharge an employee for just cause. The Employee must be notified of any discipline or discharge within ten (10) days of management's knowledge of the offense. The Union shall be notified before the Employer takes disciplinary action against any employee covered by this Agreement, except in emergency situations. An Employee called to attend a disciplinary meeting shall be entitled to a Union representative upon request. If Union representation is requested, the meeting shall not proceed until the Union representative is present. If the Employee does not request Union representation at a disciplinary meeting, the Employer shall note the Employee's waiver of representation on the disciplinary notice and the Employee shall initial the notation. The Employer shall thereafter notify the Union of the discipline.

The following disciplinary steps may be utilized:

1. Documented Verbal Counseling
2. Written reprimand
3. Suspension
4. Discharge

The Employer shall have the right to administer corrective action at any of the above steps depending upon the seriousness of the offense committed.

Section 13. Alcoholic Beverages and Intoxicating Substances: Employees shall comply with City Policies regarding alcohol and drugs.

Section 14. Insurance: (a) The Employer agrees that group life, medical, and dental insurance benefits and the long-term disability program provided to the City's exempt employees shall be extended to all bargaining unit employees, and will remain in full force and effect for the life of this Agreement from date of ratification of this agreement through December 31, **2012**. 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 cited in Section 17(b) (Retirement) of this Article VII and who has at least twenty (20) years of City service at retirement shall receive \$10,000 term life insurance for the rest of his/her life.

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

- 1) Termination of employment;
- 2) Thirty (30) days after date of layoff;
- 3) City employees on legitimate regular, leave of absence will be covered under City insurance plans for thirty (30) calendar days. If an employee elects to extend such insurance coverage beyond the 30 calendar days, 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 the leave of absence;
- 4) FMLA - City Policy 6.13 shall apply;
- 5) Strike or slowdown.

(d) Eligibility: Employees actively at work on the first day following their first thirty (30) days of employment shall be eligible for all insurance plans covered under this Agreement.

Section 15. Retirement or Resignation:

(a) *[Reserved]*

(b) 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 of the Plan Administrator.

(c) Should the City change its insurance plan(s), the retiree may select any available plan offered by the City.

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 thirty (30) days of loss of coverage when that employment ends.

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

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. Eligible members may elect coverage under the deductible option if they have been covered for any thirty-six (36) months of the previous five (5) calendar years prior to the year of retirement, or they may choose a higher-deductible plan. This election must be made within thirty (30) days of retirement or shall be lost.

ARTICLE VIII - Wage Schedules

Notice of any action taken by the Employer after the effective date of this Agreement in the matter of adding, abolishing, or re-rating positions because of changes of duties or functions shall be promptly given by the Employer to the Union. If the Union feels that any such action by the Employer is erroneous, it shall so notify the Employer in writing within thirty (30) calendar days and such matter may be made a grievance under the provisions of Article V.

The Employer may employ workers in any of the classifications listed in the following schedules at the indicated beginning step rate or at a higher step rate in the event the previous experience and qualifications of such employee entitles him to such higher step rate.

ARTICLE IX – Bonus Opportunities

1. Language Proficiency: Proficiency will be determined by a professional fluent in the particular language. The Professional will be retained by the City. The determination will be based on an interview of the employee by the professional. The skill based languages are Spanish, Burmese, Laotian, Russian, and Serbo-Croatian. For each language a \$0.25 per hour premium will be paid up to a maximum of \$0.75 per hour. The three (3) individuals who are currently bi-lingual will not be required to pass a proficiency test.

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. Neither party shall unreasonably withhold agreement. 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 for the duration of this Agreement.

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.

WHEREAS, the City of Fort Wayne has recognized that the American Federation of State, County and Municipal Employees, Indiana-Kentucky Organizing Committee, #962, 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 and B of the Agreement,

THEREFORE, be it resolved that this Agreement shall become effective the 1st day of January, 2014 and shall remain in full force and effect through the 31st day of December, 2016.

FOR THE CITY:

FOR THE UNION:

Thomas C. Henry
Mayor

Dwight Arndt
AFSCME Staff Representative

Carol Helton
City Attorney

Howeda Stepp
President

Len Poehler
Deputy Director, City utilities

Joan Guevara
Committee Person

Pete Demitsas
Labor Relations Manager

Eric Harris
Vice President

Date:_____

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

Schedule A

Effective the first pay period following the effective date of this Agreement, the wage schedule for regular authorized positions shall increase 2% and shall be as follows:

Customer Relations/ Data Control	1 thru 6 Months	7 thru 12 Months	13+ Months
Cashier	14.04	14.74	16.02
Credit & Collection Specialist	15.77	16.49	17.82
Data Control/Audit Error Specialist	14.98	15.70	17.02
Customer Relations Representative	13.61	14.20	15.31
Customer Relations Representative/ Cashier	14.04	14.74	16.02
Customer Relations Representative/ Clerical	13.61	14.20	15.31
Customer Relations Representative/ Solid Waste	14.04	14.74	16.02
File Clerk	12.51	13.04	14.11
Receptionist	13.29	13.90	15.01
Utility Clerk	15.36	16.27	18.00
Utility Clerk II	18.12	18.81	20.09

Employees shall receive a 2% increase in wages effective January 1, 2015 and again on January 1, 2016.

AFSCME 2013 Wage Table

Customer Relations/ Data Control	1 thru 6 Months	7 thru 12 Months	13+ Months
Cashier	14.46	15.19	16.50
Credit & Collection Specialist	16.25	16.98	18.36
Data Control/Audit Error Specialist	15.43	16.17	17.53
Customer Relations Representative	14.02	14.63	15.77
Customer Relations Representative/ Cashier	14.46	15.19	16.50
Customer Relations Representative/ Clerical	14.02	14.63	15.77
Customer Relations Representative/ Solid Waste	14.46	15.19	16.50
File Clerk	12.89	13.43	14.53
Receptionist	13.69	14.32	15.46
Utility Clerk	15.82	16.76	18.54
Utility Clerk II	18.67	19.38	20.69

AFSCME 2014 Wage Table

Customer Relations/ Data Control	1 thru 6 Months	7 thru 12 Months	13+ Months
Cashier	14.75	15.49	16.83
Credit & Collection Specialist	16.58	17.32	18.73
Data Control/Audit Error Specialist	15.74	16.49	17.88
Customer Relations Representative	14.30	14.92	16.09
Customer Relations Representative/ Cashier	14.75	15.49	16.83
Customer Relations Representative/ Clerical	14.30	14.92	16.09
Customer Relations Representative/ Solid Waste	14.75	15.49	16.83
File Clerk	13.15	13.70	14.82
Receptionist	13.96	14.61	15.77
Utility Clerk	16.14	17.10	18.91
Utility Clerk II	19.04	19.77	21.10

AFSCME 2015 Wage Table

Customer Relations/ Data Control	1 thru 6 Months	7 thru 12 Months	13+ Months
Cashier	15.05	15.80	17.17
Credit & Collection Specialist	16.91	17.67	19.11
Data Control/Audit Error Specialist	16.06	16.82	18.24
Customer Relations Representative	14.59	15.22	16.41
Customer Relations Representative/ Cashier	15.05	15.80	17.17
Customer Relations Representative/ Clerical	14.59	15.22	16.41
Customer Relations Representative/ Solid Waste	15.05	15.80	17.17
File Clerk	13.41	13.97	15.12
Receptionist	14.24	14.90	16.09
Utility Clerk	16.46	17.44	19.29
Utility Clerk II	19.42	20.17	21.52

AFSCME 2016 Wage Table

Customer Relations/ Data Control	1 thru 6 Months	7 thru 12 Months	13+ Months
Cashier	15.35	16.12	17.51
Credit & Collection Specialist	17.25	18.02	19.49
Data Control/Audit Error Specialist	16.38	17.16	18.61
Customer Relations Representative	14.88	15.52	16.74
Customer Relations Representative/ Cashier	15.35	16.12	17.51
Customer Relations Representative/ Clerical	14.88	15.52	16.74
Customer Relations Representative/ Solid Waste	15.35	16.12	17.51
File Clerk	13.68	14.25	15.42
Receptionist	14.53	15.20	16.41
Utility Clerk	16.79	17.79	19.68
Utility Clerk II	19.81	20.57	21.95