

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

AND

CITY OF PORTAGE, INDIANA

December 1, 2013 through December 31, 2016

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees of the Street and Sanitation Departments covered under the terms of this agreement, to promote the quality and continuance of public service, to achieve full recognition for the value of these employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the City of Portage, Indiana, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I - RECOGNITION

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees employed by the Street and Sanitation Departments within the City of Portage:

INCLUDED:

All full-time employees in the following classifications:

Laborer (Recycling, Refuse, Streets), Operator, Drivers Helper, Mechanic, Head Mechanic, Mechanic’s Helper, Driver and Crew Leader.

EXCLUDED:

All other employees of the City of Portage and all supervisory, managerial or confidential employees.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new

classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

SECTION 1.3: PART-TIME EMPLOYEES

The City agrees that it will employ no more than 5 part time employees that perform work within the bargaining unit and that further, these part time employees will work seasonally only. The part time season shall begin no sooner than April 1st and shall end no later than December 1st of each year. There shall be no part time employees employed by the City that perform work within the bargaining unit between December 2nd and March 31st of each year.

ARTICLE II - UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Department Head, and/or his/her designee(s), of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment, defined as the Hamstrom Road Headquarters building, during normal working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

SECTION 2.2: UNION BULLETIN BOARDS

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III - UNION SHOP

SECTION 3.1: UNION MEMBERSHIP

Employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is/are made by the Employer with a listing of the employee and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.2: DUES CHECKOFF

Upon receipt of a written check off authorization form from an employee, the Employer agrees to deduct from each bi-weekly paycheck the applicable fees and monthly dues uniformly required for obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union, at the end of each month, together with an itemized statement of such deductions. No deductions shall be made which are prohibited by applicable law. Payments, accompanied by monthly reports on forms provided shall be submitted to the Midwest Operating Engineers Fringe Benefit Fund, 6200 Joliet Road, Countryside, Illinois 60525. Report forms will be provided to the City of Portage Clerk-Treasurer's Office, 6070 Central Avenue, Portage, Indiana 46368. The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise as regards the Dues Deduction established by this Section.

ARTICLE IV - HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours
 - (1) The hours for bargaining unit employees are 7:00 a.m. to 3:00 p.m., Monday through Friday. Except as set forth herein, the remaining hours for bargaining unit employees in the summer (one employee from 9 am to 5 pm) and winter (two employees from 3 pm to 11 pm and two employees from 11 pm to 7 am) shall remain according to past practice and procedure.
 - (2) For purposes of this Section 4.1 and Section 4.6, summer shall begin on May 1 and end on October 31; winter shall begin on December 1 and end on March 31.

SECTION 4.2: LUNCH/REST PERIODS

Lunch and Breaks shall be according to past practice and procedure, including a twenty (20) minute paid lunch break. Employees shall be permitted up to ten (10) minutes of drive/wash up time in addition to the lunch and/or break periods. Additionally, where the requirements of the job dictate that employees work through their lunch and/or break periods, employees shall be allowed to leave work thirty (30) minutes early, at the discretion of the employee and with the prior approval of Management.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period.

SECTION 4.4: MEAL ALLOWANCE

An employee who is required to work overtime shall be eligible for a meal based on the following:

- (A) After four (4) hours of non-scheduled overtime wherein a mealtime, as defined above, is included.
- (B) During snow removal or any other emergency, employees will be given an opportunity to have meals every six (6) hours.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her regularly scheduled normal work day or work week, as defined in Section 4.1 of this article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on Sundays.
- (C) Except for paid sick leave, time paid for but not worked shall not be counted as "time worked" for purposes of computing overtime compensation.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime.

The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. The Employer otherwise will offer voluntary overtime opportunities to employees on the basis of seniority. If an insufficient number of volunteers so respond, the Employer shall assign the remaining overtime on the basis of inverse seniority. The same is as follows for mandatory overtime regarding duties relating to storm events, snow removal, trash and recycling collection. Requests for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment. All crew leaders can call-out personnel for situations relating to an emergency or public safety. Approved call-out situations include storm related events regarding flooding, ice and snow removal. Other call-out situations include assisting Fire and Police departments in emergency response calls needed to remove hazards from roadways, placing barricades in keeping traffic from a hazard area, signal light outages or traffic signal issues.

The following guidelines shall apply to work performed outside the normal work day or work week as defined in Section 4.1:

- (A) If three (3) pieces of equipment are operating, one (1) mechanic shall also work.
- (B) If five (5) pieces of equipment are operating, two (2) mechanics shall also work.
- (C) If more than four (4) employees are called into work during the winter months to operate equipment, then three (3) mechanics shall also be called into work.

A mowing crew shall constitute one (1) piece of equipment. The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.7: CALLBACK

A “callback” is defined as an official assignment of work which does not continuously follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of three (3) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours.

SECTION 4.8: ON-CALL PROCEDURE

- (A) Two (2) employees from the Street Division and one (1) mechanic shall be assigned to on-call duty each week on a voluntary rotating basis from the first full week in May through the first full week in December. The on call time shall be from 7:00 a.m. Monday morning to 7:00 a.m. on the following Monday morning.
- (B) Deleted

ARTICLE V - SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year, no later than December 1st, the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

ARTICLE VI - LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least ninety (90) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the affected Departments shall be laid off or terminated, as the case may be.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII - DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees that discipline shall be imposed only for just cause. The Employer's customary manner of discipline is progressive. That is, generally speaking, for violations of organization policies or infractions of organization rules that are not serious, the Employer

usually first counsels the employee orally, explaining what he or she did wrong and reminding the employee of the particular policy or rule. If the violation is repeated or another violation occurs, the Employer will generally move to a more formal written reprimand that goes into the employee's personnel file. Repeated violations, or another infraction, will likely lead to suspension. The ultimate discipline, of course, is termination. The sequence of progressive disciplinary action should occur in the following steps:

- Oral reprimand
- Written reprimand
- Suspension followed by probation
- Discharge

It is not possible for the Employer to plan in advance for all situations of employee infractions that may occur. To be fair to all employees, the Employer must maintain a flexible approach to discipline to ensure that the "punishment" always fits the "crime." Therefore, the Employer will discipline an employee in a given situation, as the Employer believes best suits the employee's violation and the particular situation. That means that the Employer may suspend an employee for violating organization policy the very first time he or she does so if the Employer believes that that particular disciplinary action is appropriate in the situation.

Minor Infractions:

The Employer takes all violations of organization policies and rules seriously. Obviously, though, some infractions are less serious than others. For instance, first- or second-time violations such as the following are more likely to result in counseling (an oral reprimand) or a written warning that behavior must improve. Keep in mind that these are merely some of the infractions the Employer characterizes as minor. Not all such infractions are listed here. Note, too, that there may be situations in which the following minor infractions occur that result in those infractions being considered much more serious.

- Absence
- Tardiness
- Overtime work without permission
- Unauthorized use of organization equipment, time, or property
- Horseplay, practical jokes, or other disorderly conduct
- Negligence in observing safety rules
- Violations of rules established in the organization handbook
- Gambling
- Verbal abuse of any employee
- Interference with another employee's work
- Damage or destruction of organization property through careless acts

Serious Infractions:

Some violations of organization policies are much more serious and may result in immediate suspension or discharge. The following is not an exhaustive list, but provides some examples of what the Employer considers to be serious infractions:

Violations of the organization policy against harassment, including sexual harassment

Unauthorized or excessive absenteeism or tardiness

Possession, distribution, or use of drugs or alcohol on organization premises or organization time, including in the employee's car on the organization's parking lot

Blatant negligence or willful conduct that results in damage or loss to machinery or equipment

Possession of weapons of any kind on organization premises

Falsification of employment applications or personnel records or lying about credentials

Theft, fraud, or sabotage against another employee, a client/citizen, or the organization

Misappropriation of organization assets

Assault, fighting, or other conduct that puts another employee at risk

Insubordination or refusal to comply with reasonable instructions or duties

Threat, intimidation, or coercion of another employee or manager

Acting in clear conflict with organization interests

Release of confidential organization or client/citizen information

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION 8.1: DEFINITIONS

Grievance: A grievance is any claim that the other party has failed to meet an obligation under this Agreement, including any determination relating to a modification of documents incorporated by reference into this Agreement.

Union Steward: The Union Steward is the member of the Grievance Committee designated by the Union representing the employee during any disciplinary or grievance procedure.

Employee's Rights: All employees are entitled to Union representation upon request during any disciplinary meeting or grievance meeting. Once an employee has requested Union representation, all procedures shall be suspended until a Union Steward is present to represent the employee. Any Union Steward whose participation is necessary in such a role shall be allowed to act in such a manner, and other Employees who must be present for participation in grievance adjustments shall be allowed to participate without loss of pay. Should a Union Steward not be readily available due to manning constraints or other reasons, a member of the Local's Executive Board may act as a representative for said employee.

SECTION 8.2: GRIEVANCE PROCESS

Step 1. — If a claim has not been resolved through discussions between the employee or the employee's Union representative and the immediate supervisor, then a grievance may be filed in writing by the Union representative with the Superintendent's office, within fifteen (15) business days after such time as the employee should reasonably have been aware of the occurrence or the incident giving rise to the grievance. Business days are Monday through Friday, excluding holidays.

The grievance shall include the following information:

- (1) Name(s) of employee(s) involved.
- (2) Date of alleged violation or event giving rise to the claim.
- (3) Facts of the case.
- (4) Remedy sought.
- (5) Specific section(s) of the Agreement(s) alleged to be violated.
- (6) Date of presentation of written grievance.
- (7) Signature of employee involved. (In case of a grievance on behalf of a group of employees, the grievance shall be signed by some members of such group.)
- (8) Signature of Union representative.

The Superintendent, or his/her designated representative, shall render a decision in writing to the employee and Union within five (5) business days after receipt of the grievance.

Step 2. — Appeal to the Human Resources Department. Should the grievance remain unresolved, the Union representative may, within ten (10) business days after receipt of the Superintendent's decision, submit the grievance in writing to the Human Resources Department. The Human Resources Department shall respond to the grievance in writing within five (5) business days after receipt of the grievance.

Step 3. — Appeal to Board of Works. Should the grievance remain unresolved, the Union representative may, within ten (10) business days after receipt of the response in Step 2, submit the grievance in writing to the Board of Works. The Board of Works may set a meeting with the employee and the Union representative and the Superintendent and/or his representative within twenty (20) business days after submission and attempt to resolve the dispute. The written decision of the Board shall be delivered to the parties as soon as possible but at least within thirty (30) days after the receipt of the grievance; or, if a meeting is held, within thirty (30) days after such meeting.

Step 4. — Arbitration. If the decision of the Board of Works is not acceptable to either of the parties, the dissatisfied party (either the Employer or the Union)

within thirty (30) days after receipt of the Board's Decision, may give the other party notice of intent to submit the grievance to an impartial arbitrator who shall be selected by mutual agreement; or, if such agreement is not reached, by alternately striking the names from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS), with the first party to strike to be determined by lot. (The first strike shall alternate between the parties if successive cases are advanced to arbitration during the term of this contract). It is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement.

Time limits. — Time limits may be extended by mutual agreement of the parties. Failure by the employee or the Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the Employer to follow the limits, unless so modified, shall cause the grievance to move to the next level automatically.

Consolidation. — Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

SECTION 8.3: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.4: UNION STEWARDS

Four (4) duly authorized bargaining unit representatives shall be designated by the Union as Stewards – one from each Department. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX - HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

The Employer will grant holiday time off to all employees on the holidays listed below:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Any other day the City declares as a holiday.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked.

SECTION 9.4: PERSONAL DAYS

All employees shall be entitled to three (3) personal days off with pay to be used in each calendar year. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within twenty four (24) hours in advance of the personal day.

SECTION 9.5: SAFETY INCENTIVE DAY

Each employee shall be granted one (1) safety incentive day per year if he/she has not had an avoidable accident within the previous calendar year. For purposes of this Agreement, an avoidable accident is defined as an accident resulting from a violation of documented safety procedures or an accident as the result of an illegal action.

ARTICLE X - VACATIONS

SECTION 10.1: VACATION ACCRUAL

Employees shall receive one (1) week of vacation after one (1) year of service; two (2) weeks of vacation after two (2) years of service; three (3) weeks of vacation after four (4) years of service; four (4) weeks of vacation after eight (8) years of service and five (5) weeks of vacation after thirteen (13) years of service.

SECTION 10.2: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) New employees shall be eligible for vacation usage after successfully completing one year of employment.
- (C) Vacation may be used in a minimum of eight (8) hour increments for up to two (2) weeks of an employee's vacation time. The rest shall be used weekly. Requests to take vacations in duration of 5 days or more shall be submitted by the employee to the City 60 days in advance; the City shall approve or deny all requests within 3 days after submission.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

SECTION 10.4: VACATION BUY BACK

Each year by December 1st, employees may elect to sell back to the Employer one (1) week of vacation to be paid for at the employee's normal rate of pay. The amount paid by the Employer for vacation time shall be deposited into a 457(b) account or some other tax exempt account designed to be used for payment of health care expenses, including health insurance premiums. Employer shall pay for vacation sold back under this Section in January of the following year.

ARTICLE XI - SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

Note: All sick leave restrictions will comply with the requirements of the Family and Medical Leave Act, when appropriate.

Sick leave is a benefit to be used only in the case of actual illness or injury, which prohibits employees from performing their duties. Every employee is required to report their absence to their supervisor prior to the start of the work shift. Employees are also required to keep their supervisors informed of the extent of their illness and the anticipated day of return to work. A doctor's certification of any illness shall be obtained for any absence of more than two (2) calendar days, and any associated costs will be borne by the employee.

Every full-time salaried and hourly employee shall be granted annual sick leave, with full pay, at a rate of six (6) days per year only after one (1) year of continuous service, and, if not used, can accumulate to a maximum of thirty (30) days. Unused sick leave days may be paid as severance pay at retirement, up to a maximum of thirty (30) days.

An employee is not entitled to sick leave pay if at the time they are collecting workers' compensation benefits for the illness or injury.

The abuse of sick leave policy may result in disciplinary action.

Although it is incumbent on every employee to strive for a goal of no absences, the Employer recognizes the right of employees to the legitimate use of sick and injury leave benefits. There is no intent to deny employees access to those benefits when warranted. However, the Employer has the right to expect regular attendance of its employees and take corrective action for excessive absenteeism.

SECTION 11.2: SICK LEAVE USE

Sick leave may be granted in a minimum of four (4) hour increments, after the start of the shift, for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.
- (B) Personal medical or dental appointments.
- (C) Illness or injury of a child, parent or spouse of the employee.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the PERF.

SECTION 11.4: MAJOR ILLNESS DAYS

Every full-time employee shall earn Major Illness Leave for major illness, injury or maternity sick leave, with full pay, at the rate of one (1) work day per month of continuous employment service. A month of continuous employment services for purposes of earning major illness, injury or maternity sick leave shall constitute a month in which the employee works a minimum of fifteen (15) days. Work days shall include holidays, vacations, sick leave, personal leave and funeral leave but shall exclude days off from work due to workers compensation leave, unpaid leave of absence, major illness leave, maternity leave and FMLA leave. This earned Major Illness leave may be accumulated up to ninety (90) work days. A day for the purpose of determining major illness, injury or maternity sick leave shall consist of one (1) work day. Accumulated leave is to be utilized solely for major illness, injury or maternity of the employee or major illness or injury of the employee or dependent of the employee. By way of illustration and not limitation, major illness/injury shall not include cold, flu, strep throat, headache, sinus infection, pink eye, allergy, stomachache, toothache, muscle strain, muscle sprain, and similar conditions or injuries. In order to qualify for Major Illness Leave pay, the following conditions must be satisfied:

- a. A physician must certify that the employee needs surgery or is suffering from a major illness, injury or pregnancy.
- b. A physician must recertify each thirty (30) days that the employee continues to suffer from a major illness, injury or pregnancy.
- c. Accumulated maternity leave may be utilized during pregnancy or immediately following pregnancy.
- d. Major illness, injury or maternity sick leave must be taken in a minimum of three (3) day increments.

Employees shall not be entitled to Major Illness Leave if they are receiving benefits for a work-related injury, or other benefits from the City, and lost time shall not be deducted from accumulated Major Illness Leave.

ARTICLE XII - LEAVES OF ABSENCE

SECTION 12.1: DISCRETIONARY LEAVES OF ABSENCE

An employee with at least twelve (12) months seniority may request, at management's discretion, a special leave of absence from the Board of Works, not-to-exceed sixty (60) days. Such leave of absence is without pay or fringe benefits.

SECTION 12.2: FUNERAL LEAVE

The Employer provides the following bereavement leave for full-time employees. In the event of a death in the employee's immediate family (their spouse, mother, father, mother-in-law, father-in-law, children grandchildren, grandparents, sister or brother, stepchildren, brothers-in-law and sisters-in-law) they will be given time off, up to a maximum of three (3) days, with pay, to make arrangements and/or attend the funeral. Every employee shall discuss with his/her appropriate supervisor the amount of time they will actually need. Employees may use a vacation day to attend the funeral of a close friend or relatives other than those listed above. Employees who take funeral leave prior to their first anniversary date, will not be paid for that time.

SECTION 12.3: FAMILY AND MEDICAL LEAVE

FMLA Leave shall be in accordance with all applicable laws as well as the Employer's Policy.

SECTION 12.4: JURY/WITNESS DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. The employee is required to remit to the Employer any juror or witness fees received by the Employee.

SECTION 12.5: MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

ARTICLE XIII - INSURANCE

SECTION 13.1: HEALTH INSURANCE

Full-time bargaining unit employees will participate in the health and dental plans administered by the Midwest Operating Engineers Health and Welfare Fund ("Fund") without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage. The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or Policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan or policy and shall not be subject to the grievance procedure of this Agreement. Unless mutually agreed to otherwise, the City will provide insurance premium amounts to the Fund on the tenth (10th) day of the month preceding the month of coverage (*i.e.*, February premium payment paid by January 10th). The Employer shall pay 100% of the cost of the insurance for

both single and family coverage. The City shall remit the following contributions to the Fund on behalf of each eligible employee:

January 1, 2014:	\$710 (single)	\$1735 (family)
January 1, 2015:	\$735 (single)	\$1760 (family)
January 1, 2016:	Rates to be determined by the Fund in an amount not to exceed 110% of 2015 rates.	

SECTION 13.2: LIFE INSURANCE

Life insurance shall remain according to the Employer's Policy and past practice and procedure.

ARTICLE XIV - EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

Training compensation shall remain according to the Employer's Policy as well as per past practice and procedure.

SECTION 14.2: LICENSES

The Employer shall reimburse all bargaining unit employees required to have any of the following licenses or certifications: CDL, ISA, Pesticide, ASE, and Water Operator License. The cost of said license including renewals and any professional affiliation fees or endorsements the employee is required to obtain and maintain shall be reimbursed by the Employer, subsequent to the production of supporting documentation for the expense.

SECTION 14.3: EDUCATIONAL INCENTIVE

Educational incentive shall remain according to the Employer's Policy as well as per past practice and procedure.

SECTION 14.4: IUOE LOCAL 150 TRAINING SITE

The parties agree that Employees shall be entitled to use the IUOE Local 150 training site in accordance with Appendix B., at management's discretion and with prior approval.

ARTICLE XV - SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an unsafe working condition, equipment or vehicle, shall immediately inform their supervisor, without any adverse action being taken against such employee for reporting such unsafe

conditions. The supervisor shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

SECTION 15.3: VEHICLE/EQUIPMENT SAFETY

All vehicles and equipment shall be maintained to meet OSHA and INDOT standards.

ARTICLE XVI - LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives at least quarterly (and/or more or less if mutually agreed). Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII - NO SUBCONTRACTING

The Employer shall not subcontract work that will result in the reduction of bargaining unit work or layoffs.

ARTICLE XVIII - UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/BOOTS

The City agrees to a quarter master system, the details of which shall be agreed upon by the Union and the City in a Labor Management Committee meeting to take place as soon as practicable after the execution of the contract.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer will provide employees with job-related protective clothing, as per past practice.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees (generally welders, mechanics and fabricators) who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

- (A) Reimbursement may be made once every two years;
- (B) The Employer shall reimburse one hundred percent (100%) of the cost for one (1) pair of prescription safety glasses.

The Employer further agrees to replace glasses should an employee's original pair become damaged and/or broken on the job. The Employer's obligation under this section shall not exceed \$300 in any two (2) year period. Prior approval will be required for the purchase (or replacement) of safety glasses for employees performing jobs other than those listed above.

SECTION 18.4: TOOL ALLOWANCE

Mechanics shall furnish their own tools. The Employer will replace tools at their equivalent value (i.e. Craftsmen tool to replace a lost or damaged Craftsmen tool), or add to the complement of tools, as per past practice.

ARTICLE XIX - PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS

If an employee remains discipline-free for twelve (12) months, disciplinary records with regard to minor infractions shall be removed from their record, at the employee's request.

ARTICLE XX - NON-DISCRIMINATION

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 20.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXI - NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 21.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line. However, in the event of a potential health and safety issue, for example refuse pick-up and disposal, emergency road and street repair(s), etc., the parties agree that should bargaining unit personnel normally assigned to such tasks refuse to cross a picket line, then non-bargaining unit personnel will be allowed to perform such tasks, with no harm to the Employer as a result.

ARTICLE XXII - BARGAINING RIGHTS

SECTION 22.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 22.2: MANAGEMENT RIGHTS

Except as explicitly amended, changed or modified by this Agreement, the Employer retains and reserves the exclusive right to manage its operations; to determine its policies, budget and

operations; to set standards for services to be offered to the public and to set the manner in which it exercises its statutory functions.

ARTICLE XXIII - WAGES

SECTION 23.1: WAGE RATES

General Wage Scale - Effective December 1, 2013, the wage scale shall be as follows:

<u>Classification</u>	<u>Wage</u>
Laborer (New Hire)	\$14.00
Laborer (Upon completion of one year of service).	\$15.60
Laborer (Full scale, upon completion of two years of service).	\$18.20 ¹
Mechanic Helper	\$19.62
Driver	\$19.90
Mechanic	\$23.50
Equipment Operator	\$23.95
Lead Man	\$24.53

Effective January 1, 2014, all the base wage rates in the above salary schedule shall increase by 2%. Effective January 1, 2015, all base wage rates in effect in the preceding year (i.e. 2014) shall increase by 2%. Effective January 1, 2016, all the base wage rates in effect in the preceding year (i.e. 2015) shall increase by 2% as long as the increase in the City’s contribution rate to the Midwest Operating Engineers Health and Welfare Fund does not exceed 5% of the rate in effect for 2015. If the increase exceeds 5%, employees shall receive a 1% increase to their base wage rate, effective January 1, 2016.

SECTION 23.2: LONGEVITY PAY

Longevity shall be paid bi-weekly during the term of this Agreement as specified below:

After 3 years of service	1.75%
After 8 years of service	2.25%
After 13 years of service	3.0%
After 18 years of service	3.5%

¹ Any employee in the Laborer classification who is on the payroll as of the date of ratification of this contract shall receive full scale even if that employee has not yet completed two years of service.

SECTION 23.3: STEP-UP PAY

Employees required to perform the duties of a higher paid position in a day shall be compensated at the higher rate of pay for the actual time worked in the higher paid position.

SECTION 23.3: SIGNING BONUS

Immediately following the date of ratification of this contract, each bargaining unit employee shall receive a bonus in the amount of \$500.00, less applicable withholdings.

ARTICLE XXIV - DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy, in effect for all bargaining unit employees is set forth in Appendix A, attached hereto and made a part here of.

ARTICLE XXV - FILLING OF VACANCIES AND CROSS TRAINING

SECTION 25.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer will fill those vacancies by employing the most senior employee who meets the minimum qualifications for the position.

ARTICLE XXVI - SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII - EVERGREEN CLAUSE

If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered into by the parties, or (ii) two (2) calendar years after the expiration date. This Agreement shall remain in effect during any such periods of negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of
January, 2014, in the CITY OF PORTAGE.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Bryan P. Diemer
Attorney

CITY OF PORTAGE

James Snyder
Mayor

ATTEST:

Christopher D. Stidham
Clerk-Treasurer

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APPENDIX A

DRUG AND ALCOHOL POLICY

APPENDIX B

IUOE LOCAL 150 TRAINING SITE

Insert new Training Site Language and Documents here.