

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PORTAGE UTILITY SERVICE DEPARTMENTS**

AND

**PORTAGE SANITARY BOARD and PORTAGE STORMWATER
MANAGEMENT BOARD**

January 1, 2021 through December 31, 2021

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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 Portage Utility Service Board 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 the Portage Utility Service Board (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Portage Utility Service Divisions (hereinafter referred to as the “Union”), on behalf of certain employees described in Article 1.

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 Portage Utility Service Board within the City of Portage, Indiana. There shall be three Departments in the bargaining unit: (1) Field Forces; (2) Construction; and (3) Plant.

INCLUDE (FIELD FORCES) FORMERLY FIELD DIVISION

Position:	Number in position:
Field Lead	1
Mech. Lead	1
Mechanic	2
Collection System	3
Manhole Rehab/	0
Camera Truck Oper.	1
Vac Truck Oper.	4
Field Inspector	1
Utility Locator	2
MS4 Tech.	3
Laborer	2
Field Collection Lead	1

Construction Crew (1 Crew Leader, 2 Techs, 1 Equip. Operator and 1 Driver)	5
INCLUDED (PLANT)	
Plant Lead	1
Lab Lead	1
Maint. Lead	1
Plant Oper.	5
Plant Maint.	3
Lab Tech	2
Utility Tech	1
Plant Laborer at the discretion of the superintendent	1

EXCLUDED: (FIELD)

All other employees of the Portage Sanitary and Stormwater Boards and all managerial or confidential employees.

EXCLUDED: (PLANT)

Salaried employees and Managers.

When the Utility Service Board elects to change the General Superintendent for cause related to the performance of his/her job duties, when said General Superintendent came from the unit, he/she shall be placed back into the bargaining unit at his or her previous classification. This provision shall not apply if the Superintendent is discharged for cause which renders him/her unsuitable for continued employment.

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 Employer agrees that it will employ forty (40) full-time bargaining unit employees (this number excludes the discretionary Plant Laborer position); the Employer further agrees that it will employ twenty-one (21) full-time bargaining unit employee in the Field Forces Department, and five employees in the Construction Department and fourteen (14) full-time bargaining unit employees in the Plant Department. The Employer may hire up to ten (10) part-time employees as long as it maintains the staffing levels described in this Section and as long as the part-time employees do not deprive full-time employees of overtime opportunities. The Employer shall only use part-time employees to perform janitorial work, traffic control and ditch cleaning/maintenance which shall not include operation of heavy equipment.

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 5590 Old Porter Rd Field Forces 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, 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: IUOE Local 150 Administrative Dues, 6200 Joliet Road, Countryside, Illinois 60535 Report forms will be provided to the Portage Utility Service Board 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 shift for the bargaining unit employees excluding Plant Operators shall start between 5:00 a.m. and 7:00 a.m. and end between 1:00 p.m. and 3:00 p.m. The Department will provide a minimum 14 days' notice prior to switching the regularly scheduled shift. The Union can agree on temporary adjustments needed by the utility management or based on an employee's request.

- (2) The hours of work for Plant Operators are 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m. Sunday through Saturday.

SECTION 4.2: LUNCH/REST PERIODS

Lunch and Breaks, at the Plant, shall be according to past practice and procedure, and shall include a thirty (30) minute paid lunch break and two (2) fifteen (15) minute paid breaks. The first break shall occur two (2) hours into the shift; the second break shall occur six (6) hours into the shift.

Lunch and Breaks, at the Field Division, shall be according to past practice and procedure, and shall include a forty-five (45) minute paid lunch break and one (1) fifteen (15) minute paid break. The break shall occur two (2) hours into the shift.

Employees shall be permitted up to ten (10) minutes of drive/wash up time in addition to the lunch and/or break periods.

SECTION 4.3: MANDATORY REST PERIOD

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: 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 times his/her regular hourly rate of pay when required to work in excess of his/her regularly scheduled normal work week or work day as defined in section 4.1(A).
- (B) A bargaining unit employee except for regularly scheduled Plant Operators shall be paid at two times his/her regular hourly rate of pay for all hours worked on Sunday, including, but not limited to, callbacks as set forth in Section 4.6.
- (C) Except for paid sick leave, time paid for but not worked shall not be counted as "time worked" for the purpose of computing overtime compensation.

SECTION 4.5: 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. 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. Prescheduled overtime may be canceled as needed by the Employer within three hours of the agreed-upon start time. Cancellation with less than three hours notice will result in the employee being compensated as listed in Section 4.6

SECTION 4.6: 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. 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 of their guaranteed three (3) hours.

SECTION 4.7: ON-CALL PROCEDURE

On-call procedure shall be on a voluntary basis and consist of at least one (1) employee from each Division. If an insufficient number of volunteers so respond, the Employer shall assign on the basis of inverse seniority and on the basis of specific skills, ability and experience needed for the completion of a particular assignment. The employee who is on-call shall give up his/her on-call status at 12:00 p.m. every Friday. Example: an employee who starts on-call Friday January 6th will give up the on-call status at 12:00 p.m. on Friday January 13th to whoever is scheduled to be on-call at that time. It is the responsibility of the employees to make sure it is done promptly at 12:00 p.m. On-call is voluntary, but must be covered 24/7. If the person on-call and the next person in line to be on-call agree to change the on-call responsibility to a different time, management MUST be informed.

SECTION 4.8: ON-CALL PAY

All employees on-call for the week shall be compensated an additional 4 hours at one and one half (1 1/2) times the straight time pay for the said period. The on-call employee will receive no additional compensation for the first call back provided the call back does not exceed four (4) hours. In the event the first call back exceeds four

(4) hours, the employee shall be compensated at the applicable overtime rate for actual time worked in excess of four (4) hours. In the event there is a second call back during the week, the employee shall be compensated at the applicable overtime rate for the longer of three (3) hours or actual time worked on the second call back [i.e. three (3) hour minimum].

SECTION 4.9: SHIFT DIFFERENTIALS

Employees working the scheduled 3:00 p.m. to 11 p.m. shift shall receive a 35¢ increase to their base wage rate for each hour worked in a non-overtime situation. Employees working the scheduled 11:00 p.m. to 7:00 a.m. shift shall receive a 40¢ increase to their base wage rate for each hour worked in a non-overtime situation.

SECTION 4.10: STEP UP PAY

Employees required by the Employer to perform the duties of a higher paid position for more than three (3) hours shall be compensated at the higher rate of pay for the time worked in the higher paid position for the entire shift. If the Lead position is off work, step up pay shall be awarded to the next senior qualified employee until the Lead employee returns.

ARTICLE V - SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular full-time 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. Exception to resignation, if the resignation is due to being promoted and/or hired in another capacity within the Division(s), or the Employer, it will not be considered a break in continuous service. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, from a lay-off, 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 Division 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 six (6) six months or until the completion of the pre-hire requirements such as, but not limited to, certifications, or whichever is longer. Employees who are promoted within the bargaining unit shall also be required to serve a probationary period of 90 days. This probation shall serve two purposes: (A) to ensure that the employee is capable of performing their new duties; (B) to allow the employee to become acquainted with their new position. In the event of failure to meet the reasonable performance standards or the employee's own written request, the employee shall be returned to their previously held position. Monthly evaluations will be performed of all probationary employees to assess their performance and to identify progress or need for improvement.

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 a thirty (30) days' notice of any layoffs except in emergency situations wherein such period 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. When such work reductions occur, less senior employees will be laid off first, provided, however, that the remaining employees possess the qualifications necessary to perform the required work in a satisfactory manner. 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 Divisions 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 and they possess the required skills, certification and/or licenses. 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 for just cause. The Employer's customary manner of discipline is progressive. That is, generally speaking, for violations of organization policies or infractions of organizations 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 disciplinary 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 application 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 be 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 Union representative.

The Superintendent, or his/her designated representative, shall render a decision in writing to the employee and Union within ten (10) business days after receipt of the grievance.

Step 2. Appeal to the Human Resources Department or employer designee. 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 ten (10) business days after receipt of the grievance.

Step 3. Appeal to the Utilities Service Board. 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 Utilities Service Board. The Utilities Service Board 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 Utilities Service Board shall be delivered to the parties as soon as possible but at least within thirty (30) business days after receipt of the grievance; or, if a meeting is held, within thirty (30) business days after such meeting.

Step 4. Arbitration. If the decision of the Utilities Service Board is not acceptable to either of the parties, the dissatisfied party (either the Employer or the Union) within thirty (30) business days after receipt of the Utilities Service 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 Agreement). 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 by the party whose award is against. 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. 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

Five (5) duly authorized bargaining unit representatives shall be designated by the Union as Stewards - two (2) from the plant and three (3) from the Field Division. 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
- Day after Thanksgiving
- MLK Day
- Christmas Day

Any other day the Employer 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. Any employee who works Saturday or Sunday as part of their normal scheduled shift, and the actual holiday falls on Saturday or Sunday, shall receive the holiday pay as provided for in this agreement for that scheduled shift and not for the shift in which the holiday is being observed.

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 times their regular rate of pay

for all time actually worked including, but not limited to, callbacks as set forth in Section 4.6. Employees who utilize sick leave on their regularly scheduled shift prior to or after a holiday will not receive holiday compensation unless a medical certification for the absence is provided.

SECTION 9.4: PERSONAL DAYS

All employees shall receive up to three (3) personal days off with pay to be used in each calendar year. Employees shall notify the Employer of his/her intent to use a personal day a minimum of an hour before the start of their regularly scheduled shift. Employees on major illness through the end of the year into the beginning of a new calendar year must be released to full duty before earning that year's personal day benefit. Personal days may be split into four (4) hour increments so long as it does not adversely affect operations.

SECTION 9.5: SAFETY INCENTIVE DAY

If every employee in the division within the department does not have an avoidable accident for an entire year, each employee in the said division shall be granted one (1) paid incentive day. For purposes of this Agreement, an avoidable accident is defined as an accident resulting from a violation of documented safety procedures or an accident that results from an illegal action. For purposes of this Agreement, an avoidable accident is further defined as an accident that results in damage to equipment or injury to the employee or another employee as a result of negligent action, failure to follow reasonable safety standards/policies or applicable laws. A safety day will also be lost as a result of blatant safety violations that result in disciplinary action, regardless of damage or injury. Safety incentive days earned in a previous year can be used in accordance with Section 9.4.

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, and six (6) weeks after of vacation after 20 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.

Employees shall schedule a minimum of one (1) week of vacation no later than March 31st. All other weeks of vacation may be used in daily (8 hour) increments. Employees must give the Employer 16 hours' notice before using a vacation day.

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. This does not apply when an employee is terminated.
- (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

By June 15th of each year, eligible employees may elect to sell back one (1) week of earned but unused vacation time to the Employer at the employee's regular 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 ease of actual illness or injury (off the job) 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 supervisor 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 will 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 shall be paid as severance pay at retirement, up to a maximum of thirty (30)

days. The accumulated sick time may be used for major illness after MI time is used in its entirety so long as one time use and cannot be reaccumulated for severance.

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

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 for any of the reasons listed below:

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

Every employee is required to report their absence to the department no later than one hour prior to the start of their scheduled shift. Employees who use sick day(s) are considered sick until their next regularly scheduled shift and are not eligible for overtime or extra shifts until returning to work. At retirement, an employee's sick leave days will be credited as days worked for purposes of pension benefits, pursuant to rules of the PERF.

SECTION 11.3: 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 FMLS 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, headache, sinus infection, allergy, stomachache, toothache, muscle strain, muscle sprain, and similar conditions of 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 or fill out the Employer's Major Illness Form as outlined in the Employer Policy Manual.
- (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 Utility Service Board. As per FMLA standards, approved FMLA time up to twelve (12) weeks shall be served concurrently with Major Illness days.

Employees may use Major Illness Leave in one (1) day increments to receive medical care and/or treatments associated with terminal illness, including but not limited to chemotherapy treatments.

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 Utility Service Board, not-to-exceed sixty (60) days, such leave of absence is without pay or fringe benefits. Any employee who accepts other employment while on a leave of absence shall be considered to have voluntarily ceased their employment with the Utility Service Board.

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, brothers-in-law and sisters-in-law, nieces and nephews) 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 relative other than those listed above. Employees who take funeral leave prior to their first anniversary date will only be paid for one (1) day. The second and third days, if taken, will be without pay.

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 Employer 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.

April 1, 2021 through December 31, 2021 rates

Single	\$799
Single plus 1	\$1,597
Family	\$2,436

Rate increases on April 1 of each successive contract year not to exceed 10%.

SECTION 13.2: LIFE INSURANCE

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

SECTION 13.3: RETIREMENT INSURANCE

The Employer will provide retired employees insurance at the following: Seventy-five percent (75%) of the ACA rate when said employee does not have coverage through new employer. Twenty-five percent (25%) of the ACA rate when said employee does have coverage through new employer. This will be provided up to the age of sixty-five (65).

ARTICLE XIV - EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

Employees will be paid according to FLSA guidelines for all mandatory training that they attend.

SECTION 14.2: LICENSES/CERTIFICATIONS

- (A) The Employer shall reimburse all bargaining unit employees required to have any of the following licenses or certifications: CDL, ASE, and State Waste 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 expenses.
- (B) Employees shall receive an increase to their base wage rate in the amount of 30¢ per certification held or earned for the certifications listed below, provided that no employee shall be paid for more than five (5) certifications earned:

Indiana Municipal Wastewater Operator 1 – 4
Indiana Industrial Wastewater Operator A – D
ASE

NASCO
Welding
IWEA subject to Subsection (C), below.

- (C) Only employees who have earned IWEA certifications prior to the effective date of this Agreement shall receive an increase in their base wage rate in the amount of 30¢ for these certifications. Employees who earn an IWEA certification after the effective date of this Agreement shall not be entitled to the increase provided for in this Section.
- (D) Employees may receive an increase to their base wages for additional certifications not specifically listed above, upon the mutual agreement of the parties reached before the additional certification is earned.

SECTION 14.3: EDUCATIONAL INCENTIVE

Educational incentive shall remain according to the Employer's Policy as well as per 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 C, 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 Director, without any adverse action being taken against such employee for reporting such unsafe conditions. The Director shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be continued.

SECTION 15.3: VEHICLE EQUIPMENT SAFETY

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

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; and
- (B) A sharing of general information of interest to the parties; and
- (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.

SECTION 16.3: MEET AND CONFER

The Union shall be given notice of new or proposed changes to policies, rules and job descriptions prior to implementation. The parties shall meet prior to implementation of any such change(s) except in emergency circumstances, in which case the parties shall meet as soon as possible (even if after implementation); the parties shall confer and attempt to reach agreement on the proposed change(s). If no agreement is reached, the Employer may implement such change(s) and the union shall have the right to grieve such change(s) if such change is believed to violate this Agreement.

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 Employer will provide a daily uniform service. The Employer will pay for boots for the employees as needed.

SECTION 18.2: PROTECTIVE CLOTHING

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

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

- (A) The Employer shall establish a prescription safety glasses program.
 - (1) The Employer shall pay through this program for the following:
 - (a) Lenses: Polycarbonate-single vision, bifocal, trifocal, progressive and occupational bi-focal.
 - (b) Frames: Basic frames up to and including Category 4 frames.
 - (c) Side shields: Detachable or permanent.
 - (d) Option: Ultraviolet protection.
 - (2) Additional options may be approved by the Employer in accordance with OSHA or other similar standards for protection.
 - (3) Employees will not be required to pay any out of pocket expense for the approved items in Subsection 1. Employees may purchase additional lens options at their own expense.
 - (4) Employees who require prescription safety glasses for their work function shall be provided one (1) new pair every two (2) years.
- (B) Should an employee damage their prescription safety glasses during the course of their duties, they should notify their department head or

his/her designee. The employee will be instructed to take the glasses to any program location for evaluation for repair. The Employer shall provide for the repairs unless the glasses were damaged by negligence.

- (C) If damaged glasses are not repairable, the employee shall receive a new pair of safety glasses as per section 2. The employee's 2 year period for new glasses provided by the Employer shall begin from that point.
- (D) Should an employee's vision prescription change prior to becoming eligible for a new pair of glasses, the Employer will provide for the cost of the new lenses in the current frames at the chosen program vendor.

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 five (5) business days.

SECTION 19.3: DISCIPLINARY RECORDS

If an employee remains discipline-free for twelve (12) months, disciplinary records with regard to minor infractions shall not be considered in future progressive discipline.

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 the 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 the Agreement, or on account of membership or non-membership in, of 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 and 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 flooding and sewer backups, 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 - See attached Exhibit A. Effective January 1, 2021, wages of all bargaining unit employees shall be increased by 3%.

It is specifically agreed that the Union shall receive the same increases that any other Portage Utility Service Board employee(s) receive during the life of this agreement, if any.

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%
After 24 years of service	4.0%

ARTICLE XXIV -DRUG AND ALCOHOL POLICY

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

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 seven (7) working days within the Department where the vacancy exists, and if not filled, then for seven (7) working days within the Division, and if not filled, then for (15) working days within the other city divisions, then if not filled, it shall be posted for the public. 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 employee who meets the minimum qualifications for the position. Notwithstanding, the management shall reserve the right to fill a lead position by awarding the job on experience and seniority.

ARTICLE XXVI - SAVING CLAUSE

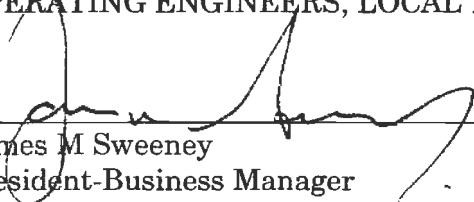
If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject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

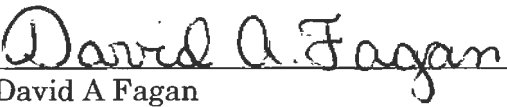
ARTICLE XXVII - EVERGREEN CLAUSE

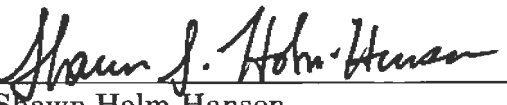
If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after the date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered into by the parties,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

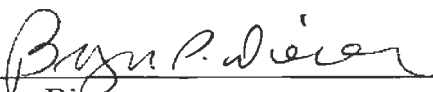
IN WITNESS WHEREOF, the parties have executed this Agreement this 7th
day of September, 2021, in the City of Portage.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

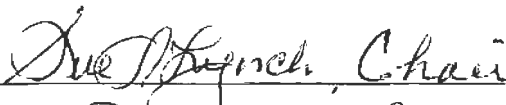

James M Sweeney
President-Business Manager

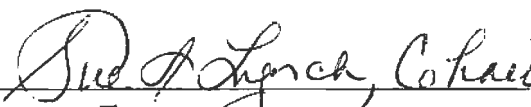

David A Fagan
Financial Secretary

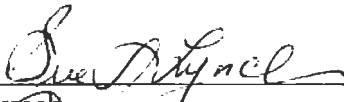
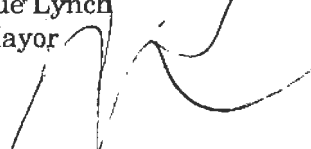

Shawn Holm-Hansen
Business Agent


Bryan Diemer
Attorney

PORTAGE UTILITY SERVICE
DEPARTMENTS


Printed: Sue Lynch, Chair
PORTAGE SANITARY BOARD


Printed: Sue Lynch, Chair
PORTAGE STORMWATER MGMT BOARD


Sue Lynch
Mayor

Daniel Whitten
Attorney