

DEPARTMENT OF PARKS AND RECREATION
ADDENDUM TO MASTER AGREEMENT

ARTICLE I

SENIORITY

Section 1. Application of Seniority. Each employee who has worked in a particular job position, and completed his/her probationary period, shall be credited with all his/her seniority in said job position from his/her start date of continuous employment in a Union eligible position with the Parks Department.

ARTICLE II

HEALTH AND SAFETY

Section 1. HEALTH AND SAFETY COMMITTEE. Three (3) Union representatives selected by the Union will serve on the Health and Safety Committee as provided in Article XIII, Section 2 of the Master Agreement. (See Union Management Committee, Parks Addendum.)

Section 2. Accident Review Board. Should a change occur in the Employee Safety Handbook whereby the final decision regarding accident preventability becomes the responsibility of the Accident Review Board, it is understood that in case of tie votes, the Department Safety Coordinator shall cast the tie-breaking vote. The parties agree that the authority for final decisions governing accident preventability is dictated by the Employee Safety Handbook. If the Department Director or his/her designee deems it necessary to alter the Accident Review Board's recommendations of preventability, the subject of preventability will be discussed by the Director or his/her designee with the Accident Review Board prior to a final decision.

Section 3. Gloves. The Department will provide protective gloves to employees in the amount and type necessary to perform the job in question as determined by the Union-Management committee.

Section 4. Safety Work Boots. The Department shall pay \$160.00 towards the base cost of one or more pair of current ANSI safety work shoes or boots every year of this Agreement. The Department will increase their allocation by \$10.00/year for the duration of this Agreement. This program will be available from Jan 1st to December 1st every year of this agreement. Employees should first attempt to utilize the boot-mobile purchase order program. However, if the boot-mobile is unable to fit the employee adequately, the employee may purchase the shoes or boots elsewhere and be reimbursed as provided in this section. At Management's discretion, safety work shoes or boots may be replaced due to excessive wear and tear. Employees who complete probation after December 1 will be dealt with on a case-by-case basis.

Section 5. Prescription Safety Eyeglasses. The Department agrees to reimburse eligible (medically documented eyesight deficiency) employees for prescription safety eyeglasses in an amount not to exceed \$280.00 per pair for up to two pairs for the life of this agreement. The wearing of prescription safety eyeglasses will be mandatory if reimbursed by the Department. Prescription safety glasses or regular prescription glasses will be replaced by the Department if broken or damaged while that employee is on duty. It is understood that

replacement will not occur if the employee is clearly at fault and purposely damaged the glasses. The final decision to replace glasses will be at the discretion of the Department Director.

Section 6. Uniforms. A Union-Management Committee will mutually agree upon the uniforms to be worn. Material, fabric, style, options, and a replacement program are items to be agreed upon. Management will determine uniform color, after discussion with the Union. Uniforms will be issued every two (2) years with the next issuance scheduled for the first quarter of 2008. At management's discretion uniforms may be replaced due to excessive wear and tear. Quantities of Uniforms will be: eleven t-shirts, eleven shirts, eleven pants (employee may chose between short or long pants), ten socks, one summer hat, one winter hat, one jacket, and one bib overalls or one coveralls, and one rain suit. Additionally, cold weather clothing one winter coat and one winter bib overall or one coverall (Carhart or equivalent by mutual agreement of the parties) will be provided to each employee with replacement every two years. As long as the Department continues to purchase uniforms, it is not necessary that uniforms be turned in at time of separation from the Department. The wearing of uniforms will be mandatory for the length of this Agreement.

Section 7. Extreme Weather Policy. The Department and the Union agree that in the event of extreme weather conditions, labor and Management will determine if conditions are safe for employees to perform the regular assigned duties. It is understood that Management has the right to require work that does not subject the employees to unsafe weather conditions or to do training for all or part of the remaining shift.

Section 8. Asbestos. Any employee engaged in maintenance, plumbing or electrical work that has the potential of coming across asbestos will be trained in identifying asbestos.

ARTICLE III

OPERATIONS

Section 1. Career Development. The Department is committed to the establishment of a Career Progression/Training Program. The Department anticipates the creation of a Career Progression/Training Program, which will include a progressive career ladder for the advancement of Union employees within the Department. An example of the progression is Light Equipment Operator promoted to Medium Equipment Operator and Medium Equipment Operator promoted to Grounds Technician. The Department shall endeavor to establish the standards and qualifications for each position. The Department is interested in developing a Management Training Program for Union employees interested in applying for posted management positions.

The Department will actively seek and schedule training designed to enhance employee skills and promotional opportunities. Notice of available training opportunities will be posted in each shop and each employee will be given the opportunity to enroll in these classes. Training to meet a need within the Department/Division and requested by and employee's Supervisor will become mandatory for the designated employee or employees. The Department and Union will continue to discuss training opportunities to determine their cost effectiveness, content, and applicability to the Department/Division in Union/Management Committee meetings. Training programs will be coordinated with the various City Agencies offering different types of

training through the Departments designated manager. These Agencies include, but are not limited to, the DPW Belmont Training Center, Department of Administration, and the Purchasing Department. Other additional opportunities will be subject to the City Tuition Reimbursement Policy. The Department agrees to provide the time required and all fees and costs incurred on training and or certification associated with a job position within the Department when required by Management.

Section 2. Job Descriptions. The parties agree that qualifications will be placed in the Union job descriptions that recognize directly related work experience within the Department. The City shall provide to the Union current job descriptions for all jobs upon request. The City shall provide all new employees with a current job description. When a job description changes, the City shall provide all affected employees with an updated job description within 60 days.

Section 3. Tools. The Department shall provide all necessary tools.

Section 4. Community Service Workers. It is understood that community service workers shall be limited to the tasks and functions of a laborer/custodian. Utilization of all hand tools and the following power tools will be permitted (weed eaters, push mowers, back-pack blowers and floor buffers). Any additions to this must be mutually agreed upon by the Union and Management. Any disagreement shall be referred to the Union-Management Committee.

Section 5. Substance Abuse.

An employee who is tested for illegal drugs/substance abuse pursuant to city policy and whose test is positive will be suspended. The individual is eligible to return to work after he/she successfully completes the substance abuse program as outlined below.

1. He/she must seek evaluation by a Substance Abuse Professional (SAP) as defined by 49 CFR 382.107. The SAP shall determine what assistance the individual needs in resolving problems associated with illegal drug use.

2. Thirty (30) days after the date of suspension, the employee may return to his/her position within the department. The individual must sign a release allowing the City's Human Resources Division and the City's EAP Provider access to his/her records for the SAP with regards to substance abuse counseling only. These records must include an evaluation by a SAP that the individual has properly followed the rehabilitation program described by the SAP and is able to return to his/her job. Prior to returning to work the individual must successfully pass a drug screen performed pursuant to NIDA standards. When the individual returns to work, he/she will be entitled to retain his/her seniority date and rate of pay as of the date of his/her suspension.

3. When the individual returns to work, he/she shall be placed on probation for a period of eleven (11) months. In addition, according to the Federal DOT regulations, the individual shall be subject to unannounced follow-up drug tests, administered by the City's EAP provider as directed by the SAP. The individual must continue to successfully participate in any further substance abuse rehabilitation or substance-counseling program recommended by the SAP. Evidence of continued participation must be provided to Human Resources Division on

a monthly basis. Any positive substance test or failure to comply with the recommendations of the SAP, or failure to provide required documentation will result in immediate termination. An individual terminated pursuant to this paragraph will not be eligible for rehire for a period of 12 months.

4. City will pay all cost associated with this program.

5. An employee will be permitted to participate in the program one time only.

Section 6. Discipline Schedule. The Discipline Schedule attached hereto should be used for the application of corrective action and in accordance with Article II of the Master Agreement.

Section 7. CDL Reimbursement Policy. All employees will be reimbursed for the cost of their CDL license. This will include new CDL license, renewal of CDL license, and any additional endorsements taken and passed.

ARTICLE IV

UNION RIGHTS

Section 1. Union-Management and Safety Committee. A Union-Management and Safety Committee will consist of not more than six (6) Union employee members as selected by the Union.

Section 2. Office Space. The Department of Parks and Recreation agrees to provide office space, as well as a telephone answering machine, computer and printer to be used for City/Union Business only. A specific office shall be designated for use. This space will be designated upon the mutual agreement of Management/Union. It is understood that use of City offices and equipment is to be used for City business only. Using equipment or office space for other than City business will result in the loss of the aforementioned equipment and space.

Section 3. Union Job Recognition. The parties agree that the Union is a partner in the ongoing process of developing pride in the workplace. Because of this important factor the Union (AFSCME, Local 1887) shall have Job Site Recognition to continue to promote the ongoing partnership, by displaying signs on the exterior of the Department work sites (maintenance facilities and or regular report-in station of Union employees only). The Department will pay the full cost of the signs if it is not in excess of \$75.00 per sign.

Section 4. Union Voting(s). Voting for the election of Union officers and Union/City negotiated contracts shall be performed while on City time for shifts and areas whose hours are between 7:00 a.m. and 3:30 p.m. Employees normally scheduled to work shall receive their normal/usual rate of pay.

Section 5. Shift Meetings. Division/Section Union Representatives shall be allowed to hold a monthly meeting on City time with Union employees to discuss union/Management concerns with regard to City business with prior Management approval and approval of the Union President.

Section 6. Top Seniority. Officers of the Union

(meaning only the President, Vice - President, Secretary, Treasurer, Chief Steward and three (3) members of the Executive Board) shall have top seniority within the Department in the event of a layoff. The Union retains the right to select its officers.

In no case shall the Department be under an obligation to retain an employee because of this clause for whom there is no work to perform the work available.

Section 7. Representatives. Union officials as designated in Article IV, Section 6 of this addendum plus four (4) additional representatives selected by the Union, shall represent Union employees in issues arising from the application of this Master Agreement. It is understood that the work site placement of these Union representatives will not restrict their contract administration efforts to a specific geographic site but will necessitate movement within reasonable proximity as jointly determined by Department Management and the Union.

Section 8. Grievance Answers and Union Responses. When a grievance has been filed and is awaiting an answer, the Hearing Officer shall respond to the Articles, Rule Violations and all issues cited in the grievance. When a grievance or grievance response is filed by the Union, the Union shall indicate therein the Article, rule, violation and issue being grieved or appealed.

ARTICLE V

PAY

Section 1. Overtime/Compensatory Time.

A) Employees who work overtime shall have the option of choosing to be compensated at 1 ½ times the employee's regular rate of pay or 1 ½ compensatory time at the employee's option. Compensatory time shall be taken with Management approval. Compensatory time accrual shall be no more than two hundred forty (240) hours per year. The two hundred forty (240) hours of compensatory time can be taken in conjunction with approved medical purposes. (Unforeseen issues arising from this provision will be resolved through the Labor/Management Committee.) This in no way relinquishes Union's right to grieve unresolved differences.

B) Management will ensure that all compensatory time is in accordance with the guidelines set forth in the Employee Manual under conditions for use of Accrued Time.

C) Upon separation of employment, an employee will be paid for unused compensatory time hours at the average regular rate received by the employee during the last three years of employment or the final regular rate received by the employee, whichever is higher.

D) Compensatory time must be taken in a one (1) hour minimum and quarter (1/4) hour increments thereafter. Management has final approval/disapproval of a compensatory leave time request.

E) Request to use four (1) to eight (8) compensatory hours must be submitted in writing to Management no later than twenty-four (24) hours in advance of use, except in cases of emergency.

F) Request to use more than eight (8) compensatory hours must be submitted in writing to Management one (1) week in advance of use.

G) For the purposes of calculating premium overtime, compensatory time leave is added to the total hours worked.

H) Accrued compensatory time may be cashed in at any time by bargaining unit employees, solely at the discretion of the employee; and, employees electing to be paid for accrued compensatory time will be paid for such compensatory time at their regular rates of pay at the time of pay out.

Section 2. Newly Hired Employees. To supersede Master Agreement, Article IX, Section 2. Rate of Newly Hired or Promoted Employees. Employees, who successfully complete a ninety (90) calendar day probation from the date of employment, will be paid at the Department of Parks and Recreation maximum rate for that position effective, at the beginning of the 1st pay period after completion of the ninety (90) day probation period.

Section 3. Work Schedule. Management may grant unpaid leaves of absence consistent with the seasonal needs of the Department. Documentation (pre-approved form) of unpaid leaves of absence being granted by Management shall be placed in the employee's personnel folder and not be considered as an adverse personnel action against the employee.

The Department retains the right to establish work schedules pursuant to Article XII, Section 1, provided the Department agrees to discuss any revisions in work schedules with the Union two weeks prior to such revisions being implemented. However, two weeks notice is not required to change work schedules in the event of extreme weather.

At Management's discretion, an option to work a ten (10) hour, four-day workweek is available.

If a scheduled day off is a holiday, the holiday is to be observed on the next scheduled workday or other day off as determined by Management.

Section 4. Certification Pay. Horticultural and Turf Maintenance employees who receive the Indiana CORE pesticide applicator certification will receive an hourly wage premium of fifteen cents (\$.15) per hour and an additional five cents (\$.05) per hour for every additional current pesticide applicator certification. Playground employees who receive playground inspection certifications will receive fifteen cents (\$.15) per hour. Forestry employees who receive their certified arborist or line clearance certification will receive an hourly wage premium of fifteen cents (\$.15) per hour for each certification. Welder personnel who receive wire feed or stick welding certification will receive fifteen cents (\$.15) per hour for each certification. Management will pay for all testing fees.

Section 5. Paycheck Privacy. All paychecks shall be placed in a sealed envelope to protect the right of privacy of the employees. The term paychecks shall also include direct deposits receipts/stubs.

Section 6. Employees' Time Cards. Management shall have the employees' time cards filled in before requiring or holding the employees responsible for their time cards. Before the employees sign their time cards, all time/hours must be filled in by Management. At no


time will an hourly employee be responsible for filling out/signing another employee's time card. Employees are required to clock in and out using the time clocks provided except in situations where management requires special handling of time cards due to holidays or other circumstances.


Section 7. Gate Attendants. The Gate Attendant position will have a unique pay rate, with a 2007 pay rate of \$11.25 plus any percentage increase given to all employees as negotiated in the Master Agreement for 2007 and beyond. All Gate Attendants will be brought up to this pay rate by 1/1/07.

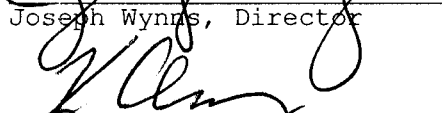
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CITY OF INDIANAPOLIS
DEPARTMENT OF PARKS AND RECREATION

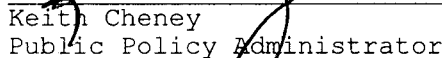
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, INDIANA COUNCIL 62
AND ITS LOCAL 1887

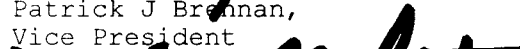

Joseph Wynns, Director



Shane Brinkman, President

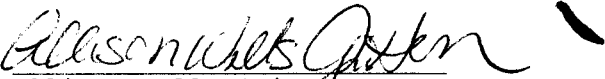

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