

CLASSIFIED CONTRACT



Between the Board of School Trustees of

FORT WAYNE
COMMUNITY SCHOOLS

1200 South Clinton Street
Fort Wayne, IN 46802-3594

and

FORT WAYNE
CLASSIFIED ASSOCIATION

July 1, 2022 – June 30, 2026

CONTRACT
BETWEEN THE
BOARD OF SCHOOL TRUSTEES
OF
FORT WAYNE
COMMUNITY SCHOOLS
1200 South Clinton Street
Fort Wayne, IN 46802-3594

AND
FORT WAYNE CLASSIFIED ASSOCIATION

July 1, 2022 – June 30, 2026

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Preamble

This Contract is entered into by and between the Board of School Trustees of the Fort Wayne Community Schools, hereinafter called the "Board," and the Fort Wayne Classified Association, hereinafter called the "Association." The following Contract covering wages, wage-related fringe benefits, and other mutually agreeable areas has been developed through negotiations between the Board and its representatives and the Association and its representatives.

Definitions

1. Full-time employee = a non-probationary employee working an allocated assignment of seven hours per day and at least thirty-five hours per week, working at least 42-weeks per year.
2. FWCS Fiscal Year = July 1 to June 30
3. Probationary period = the period of time beginning on a newly-hired employee's first day of work and ending when the employee has satisfactorily passed evaluation by their unit head.
4. Seasonal workers = employees hired at the Maintenance Center for the summer months, short-term work periods (such as Christmas or Spring break) or specific work projects that may require special crews.

Article 1: Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for employees in the unit defined as electrician, equipment maintenance, mechanical maintenance, plumbers, general maintenance, grounds maintenance, delivery drivers, warehouse clerks, warehouse clerks/drivers, food service delivery drivers, and mechanics for the purpose of bargaining.

Article 2: Grievance Procedure

A. Definition

1. A grievance is an alleged violation of an express provision of this Contract, intended by the parties as a limitation of the Board's power and authority to establish the terms and conditions of employment.
2. A grievance, to be eligible for consideration, must state the specific Contract language allegedly not followed by the Board and the relief sought.

B. Process

1. Within ten (10) calendar days of the alleged Contract violation, the grievance shall be signed by the aggrieved employee and submitted in writing to the unit head.
2. If the grievance is not resolved by the response of the unit head, the aggrieved employee may appeal to the Director of Human Resources or his or her designee by submitting, within five (5) calendar days of receipt of the unit head's response, a request for appeal.
3. If the grievance is not resolved, the aggrieved employee may request appointment of an independent hearing officer (IHO) to hear the grievance; such appeal must be filed within five (5) calendar days of receipt of the response of the Director of Human Resources or his or her designee.
4. The IHO shall thereafter hear the grievance and make a decision as to its validity; the decision of the IHO shall be final so long as it is based on specific Contract language. The IHO has no authority to add to, subtract from, or otherwise deviate from specific Contract language. Any costs or fees of the IHO shall be borne equally by the parties.

C. General

1. The time limits specified by this Article must be strictly observed, but may be modified by mutual agreement of the parties.
2. Failure by the aggrieved employee to file or appeal within the time limits shall result in the grievance being resolved by the answer in the previous step.
3. This process is the sole remedy of an employee for an alleged contract violation.
4. A grievant may be represented by an Association representative in the grievance process.

Article 3: Absence and Leave

A. General Provisions

Employees needing to be absent for reasons set forth in this Article shall notify their unit head and specify the category and length of the leave in order that coverage may be obtained.

Employees shall not have any leave days deducted when the District is closed by the Superintendent.

All leave must be taken in four or eight hour increments for employees that are exempt from the overtime requirements of the Fair Labor Standards Act. Non-exempt (hourly) employees may take personal leave in one-hour increments.

Fort Wayne Community Schools complies with the provisions of the Family and Medical Leave Act and all employees are covered by the Indiana Worker's Compensation Act.

B. Personal Illness

1. Full-Time Employees

- a. All non-probationary employees working a 52-week schedule are allowed up to eighty (80) personal illness hours (10 days) per fiscal year of employment. Unused personal illness hours may be carried over to the next fiscal year and shall accumulate to a maximum of nine-hundred and sixty (960) hours (120 days). New personnel shall be allowed up to eighty (80) hours (10 days) if his/her first date of employment, is prior to January 1. New personnel employed after January 1 shall be allowed up to forty (40) hours (5 days) for the remainder of his/her first fiscal year of employment.

2. Part-time Employees

- a. All non-probationary employees working less than a 52-week schedule are allowed up to fifty-six (56) personal illness hours (7 days) per fiscal year of employment. Unused personal illness hours may be carried over to the next fiscal year and shall accumulate to a maximum of nine-hundred and sixty (960) hours (120 days). New personnel shall be allowed up to fifty-six (56) hours (7 days) if the employment date is prior to January 1. New personnel employed after January 1 are allowed up to twenty-four (24) hours (3 days) in the first fiscal year of employment.

C. Family Illness

All employees who have passed their probationary period shall be allowed twenty-four (24) hours (3 days) per year for illness in the employee's family.

Unused family illness hours may be carried over to the next school year and shall accumulate to a maximum of seventy-two (72) hours (9 days). Any unused hours/days beyond seventy-two (72) hours (9 days) shall be added to the employee's sick leave accumulation.

D. Personal Business

All full-time employees who have passed their probationary period shall be entitled to sixteen hours (2 days) of absence each fiscal year for the transacting of business affairs so long as a substitute is not required. Under exceptional circumstances, an employee may request the use of personal business hours to extend the following holidays:

- Independence Day (52-week employees only)
- Labor Day
- Fall Break
- Thanksgiving
- Winter Break
- Martin Luther King Jr. Day
- Good Friday, or Presidents' Day if Good Friday falls during Spring Break
- Memorial Day

If employees would like to use personal business hours to extend these holidays, they must complete a Request for Absence Form – Certified and Classified from Human Resources. Employees may not take personal business hours to extend a holiday unless approved by their unit head/principal, the Human Resources Department and applicable Cabinet Member. Any unused personal business days shall, at the end of the fiscal year, be credited to cumulative personal illness hours.

E. Bereavement

1. All employees who have passed their probationary period who are absent due to a death in their family shall be allowed up to forty (40) hours (5 workdays) of bereavement leave. Such hours will normally begin immediately following the death, but may be taken within a sixty-day period following the death.

2. For the purposes of bereavement leave only, family shall be defined as an employee's:

- spouse,
- children (including children of whom the employee has legal guardianship),
- step-children,
- parent,
- step-parent
- grandparent,
- grandchild,
- brother/sister,
- step-brother/step-sister
- parents-in-law,
- brother-in-law/sister-in-law,
- grandparent-in-law

Twenty-four (24) hours (3 workdays) shall be allowed per year for the death of relatives not included in the definition of family above. These days are not cumulative.

F. Court Responsibilities

1. Full-time employees who have passed the probationary period and are called for jury duty will receive regular pay.
2. Full-time employees who have passed the probationary period and are subpoenaed as a witness will receive regular pay for the time involved if the subpoena is for testimony concerning events occurring on the employee's job, except those subpoenaed by the Association in a suit against Fort Wayne Community Schools.

G. Pay for National Guard or Reserve Duty

All employees of Fort Wayne Community Schools who are members of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training. Such an employee shall be paid at his/her regular rate of pay for a period not to exceed one hundred-twenty (120) hours (15 calendar days) each school year. It shall be the obligation of the employee to furnish acceptable evidence of training time and payment therefor to the payroll department and to reimburse the District for the amount of payment.

H. Pregnancy and Parental Leave

1. Childbirth

a. Paid leave for childbirth

1. Pregnancy of the employee. Pregnancy of the employee is considered a period of temporary physical disability entitling the employee to use their accumulated personal illness or personal business hours for paid leave.
2. Birth of an employee's child. For the birth of an employee's child, up to 40 hours (five days) paid leave shall be available to an employee immediately following the birth of the employee's child.

b. Unpaid leave for childbirth.

When employees have used all of their accumulated personal illness, family illness, and personal business hours, they are entitled to unpaid leave as required by FMLA. The Board complies with all applicable provisions of the FMLA. Male and female employees have the same right to take FMLA leave to bond with their child, but it must be taken within one year of the child's birth and must be taken as a continuous block of leave. FMLA provides up to twelve weeks (60 business days) of unpaid, job-protected leave per year for qualifying employees after their first year of employment with FWCS if they worked at least 1250 hours during their first year.

2. Adoption

a. Paid Leave for Adoption

Employees may use their accumulated personal business hours for paid leave for the adoption of his or her child. Additionally, employees are eligible for up to 40 hours of paid leave for adoption after they have used their personal business hours.

b. Unpaid leave for Adoption/Foster Parenting

When employees have used all of their accumulated personal business hours and paid adoption leave, they are entitled to unpaid leave as required by FMLA. The Board complies with all applicable provisions of the FMLA with respect to the adoption/foster parenting of an employee's child.

I. Association Days

Fort Wayne Classified Association shall be afforded twenty-four (24) hours (3 days) each year to be used for joint lobbying with Fort Wayne Community Schools and/or for official Fort Wayne Classified Association business. These days can only be used by Fort Wayne Classified Association officers and/or designee(s) for conducting lobbying business. These days do not accumulate and cannot be used in conjunction with any individual absences. Advanced approval must be granted by the Director of Human Resources.

Article 4: Insurance and Health

A. General Statement

The exact benefits provided and effective dates of group coverage under insurance plans negotiated between the Board and the Association are set forth in the insurance policies and individual booklets, which become a part of this Contract by reference.

B. Group Health Benefits

1. A full-time employee is eligible to receive group health benefits provided by the benefit plans of the Corporation. Those employed as of December 31, 2011 may continue in the current PPO plan (the "Buy-Up Plan"). Those employed after December 31, 2011 may enroll in the corporation's revised PPO plan (the "Core Plan") or in the Corporation's High Deductible Health Plan (the "High Deductible Plan"). The Corporation shall pay 80% of the cost of the Core Plan. The balance of any cost shall be paid by the employee.
2. Employees and eligible dependents on the Comprehensive Major Medical plan will also have use of the two FWCS Health and Wellness Centers. The clinics offer appointments with a doctor, physician assistant or nurse practitioner for health issues, blood draws, prescription refills and wellness coaching.
3. In the event two employees are married and both spouses are employed by FWCS and eligible for health benefits, they are ineligible for single plans and must select one employee/spouse or employee/family plan.
4. An annual open enrollment period will be held each fall based on Affordable Care Act (ACA) requirements.
5. The child of an employee who is retired shall be eligible to continue coverage in the Core Plan or High Deductible Plan at his/her own expense through COBRA until said child is ineligible for coverage.
6. Eligible family members of deceased employees shall have the option of continuing in the Core Plan or High Deductible Plan at his/her own expense through COBRA until coverage eligibility ends.
7. The spouse of a retired employee shall be eligible to continue in the Core Plan or High Deductible Plan at his/her own expense until eligible for Medicare.
8. Spouses of employees hired after January 1, 2014, who are eligible for health insurance coverage from their own employer are not eligible for Corporation group health benefits.

C. Group Term Life Insurance

Each employee shall receive convertible term life insurance in the amount of one and one-half (1 ½) times the employee's yearly salary (yearly salary = employee's hourly rate times 2,080 hours) up to a maximum of fifty thousand dollars (\$50,000), with the cost borne by the Board. Such term life insurance shall include accidental death, and dismemberment; and in the event of accidental death, the benefit shall be double the specified amount.

D. Liability Insurance

The Board shall provide comprehensive general liability insurance for both bodily injury and property damage covering all employees while performing normal work assignments. The Board purchases automobile liability insurance for all owned, non-owned, and hired vehicles for accidents for which they may become liable.

E. Insurance While on Extended Leave

An employee on an extended leave granted by the Board shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she was entitled as an employee prior to the commencement of said leave at his/her own expense through COBRA, unless the insurance carrier objects to such a procedure.

F. Section 125 Provisions

1. Section 125 Flexible Benefit Plans shall be offered to all bargaining unit members on a yearly basis in compliance with Internal Revenue Service regulations. The Administration shall, through payroll deduction, assure this option.
2. The amount paid to the Public Employees' Retirement Fund (PERF) for each employee covered by the Public Employees' Retirement Fund and who participates in Section 125 shall be based on the employee's gross earnings before the Section 125 deductions are made and shall not cause such employee's PERF contributions to be reduced as a result of participation in Section 125.

G. Employee Assistance Program

The Employee Assistance Program will be available to all employees and their eligible dependents. The Program shall be evaluated annually. Additional information regarding the Program is available through Human Resources.

H. Disability Insurance

The Board shall provide a group disability insurance policy, which shall be available for each full-time classified employee. Short-term disability benefits will begin after the greater of thirty (30) calendar days from the date of injury/disability or the exhaustion of all of the employee's paid leave, and will continue until the employee is able to return to work or up to a maximum of nine (9) weeks. Benefits will be two-thirds ($\frac{2}{3}$) of the employee's weekly salary, up to a maximum payment of \$750 per week.

Long-term disability benefits will begin after ninety (90) calendar days and continue until the employee is able to return to work, or up to a maximum of two (2) years. Benefits will be two-thirds ($\frac{2}{3}$) of the employee's monthly salary, up to a maximum payment of \$3,250 per month .

The Board shall pay the full premium for each participating employee. Benefit provisions are outlined in a separate insurance booklet.

Article 5: Retirement

A. Retirement Savings 401(a) Annuity Plan

The retirement match is suspended and will only be available when it is included in the Board approved budget.

B. Public Employees' Retirement Fund

1. All eligible employees shall be included in the Public Employees' Retirement Fund Program. New employees must begin to participate in Public Employees' retirement Fund when initially employed. If the new employee has been covered previously under Public Employees' Retirement Fund, he/she must participate immediately upon being employed.
2. Fort Wayne Community Schools shall pay, in the employee's name, the three percent (3%) employee PERF contribution required of the employee by statute.

C. Early Retirement

An employee retiring prior to Medicare eligibility shall be eligible to continue participation (family or single) in health and medical insurance (specified in Article 4, Insurance, Section B) at his or her own expense.

D. Buy Out of Retirement-Benefits

1. This benefit only applies to employees who received the buyout of severance benefits under a prior agreement. The school corporation established a qualified retirement plan as described in Section 401(a) of the Code. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
 - a. The amount calculated for each employee will be invested in a separate account. Each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.
 - b. Until such time that an employee has retired and satisfied the eligibility requirements set forth by PERF, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
 - c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth by PERF, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall not be returned to the school corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner determined by the Actuary.

2. The 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:
 - a. Employees who have forfeited their 401(a) plan accounts in the same year.
 - b. Employees who previously forfeited their 401(a) plan accounts;
 - c. Employees who have attained age sixty (60) and terminated employment in or before the year of the reallocated forfeiture.

Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to begin distributions from his or her 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his or her 401(a) plan account.

Article 6: Compensation

A. Wage Scale I

Wage Scale I and provisions for electricians, equipment maintenance, mechanical maintenance, plumbers, mechanics, and general maintenance employees are set forth in Appendix A which is attached hereto and incorporated herein as part of this Contract.

B. Wage Scale II

Wage Scale II and provisions for grounds maintenance employees are set forth in Appendix B, which is attached hereto and incorporated herein as part of this Contract.

C. Wage Scale III

Wage Scale III and provisions for food service delivery drivers and warehouse clerks/drivers are set forth in Appendix C, which is attached hereto and incorporated herein as part of this Contract.

D. All employees covered under this Contract who are not already at the top of their wage scales and are eligible for step increases will receive one additional step on July 1, 2022.

Article 7: Employee Hours and Working Conditions

A. Work Hours, Work Day, and Work Week

1. The usual working days for employees are Monday through Friday; the usual number of hours worked in a day for employees is eight (8) although this can vary based on the particular area and assignment. The workweek is a fixed, regularly reoccurring, and continuous period of one hundred sixty-eight (168) hours – seven (7) consecutive twenty-four (24) hour periods. Fort Wayne Community Schools workweek shall be from 12:00 midnight Friday to 12:00 midnight the following Friday.

2. Flexible Schedule

Flex work hours are hours that are adjusted within an employee's workweek so the employee does not work more than his/her allocated hours in a week. Some positions require employees to work flex work hours. Unit heads determine when employees must work flex hours based on department needs. There is no option to adjust work hours between an employee's workweeks. Each workweek stands alone when adjusting work hours.

B. Overtime

Time qualifying for pay in excess of forty (40) hours in one work week is paid at the rate of one and one-half ($1\frac{1}{2}$) times the applicable employee rate. All work performed on the holidays enumerated in Article 8 shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the applicable rate in addition to the employee's regular holiday pay. Paid leaves enumerated in Article 3, paid holidays enumerated in Article 8, and paid vacations enumerated in Article 10 shall count toward hours worked. There shall be no compensatory time awarded in lieu of overtime pay.

C. Pay Days

Paydays occur not less frequently than every two weeks on a Friday according to the schedule of paydays published by Payroll.

D. Call-in Pay

Employees called in to perform emergency or special work at a time other than their regularly scheduled time shall be guaranteed four (4) hours of work or four (4) hours of pay at the applicable rate. An employee that is called in early or asked to stay late on a day that he/she is regularly scheduled to work will not be guaranteed four (4) additional hours of work, so long as the employee has been paid for at least four (4) hours of work. Example: An employee regularly working from 7:00 a.m. to 4:00 p.m., Monday through Friday, called in at 9:00 p.m. on Sunday, would be guaranteed four (4) hours' work or four (4) hour's pay. This would not mean that the same employee, if called in at 6:00 a.m. on a Monday would receive four (4)

hours in addition to his/her regular eight (8) hours from 7:00 a.m. to 4:00 p.m. since four (4) hours guaranteed would be satisfied in working from 6:00 to 4:00 p.m.

E. Emergency Closing of Schools

When schools are officially closed for emergency reasons, an employee covered by this contract shall still be required to report for work, and will be guaranteed eight (8) hours of work or pay at his/her regular rate of pay. An employee who does not work may use a vacation day or a personal business day, providing such days are available to the employee. No disciplinary action, including a verbal and/or written reprimand, will be taken against an employee who does not report to work due to such an emergency closing.

In the event of an emergency so severe that it would be impossible for an employee to arrive at his/her work place, the Superintendent will announce via the media that employees are not to come to work. Employees will, under such emergencies, be paid.

F. Uniforms

Uniforms will be provided at Fort Wayne Community School's expense. The providing of uniforms will include the various articles of clothing, laundering, and re-supply, dependent on nature of duties as determined by the school administration but in no event less than a complete daily change of uniforms per employee (one pair of pants and one shirt per day.)

Article 8: Paid Holidays

- A. The following paid holidays for the calendar year apply after employees have passed their probationary period. In order to receive holiday pay, all eligible employees must receive eight (8) hours pay for the last scheduled workday before, or the first scheduled workday after the holiday. Presidents' Day* shall be an additional paid holiday during any calendar year when Good Friday occurs during Spring Break.
- B. If a holiday occurs on a Saturday, for purposes of this Contract, Friday becomes the holiday. If a holiday occurs on a Sunday, for purposes of this Contract, Monday becomes the holiday. (Example – Christmas occurs on Saturday, so Friday becomes the holiday. Since the day before Christmas also is a holiday, both Thursday and Friday would be holidays.)
- C. The number of paid holidays listed below shall not change due to such days being scheduled student attendance days. If the specific day on which the paid holiday is to be celebrated, in accordance with the preceding paragraph, is a scheduled student attendance day, the Association members will work the holiday. After consultation with the Association, the specific day celebrated shall be changed to a day, which is not a scheduled student attendance day.

HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Jr. Day	Fall Break
Presidents' Day*	Day Prior to Thanksgiving
Third-Quarter Break	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Day Prior to Christmas
Juneteenth	Christmas
Independence Day	Day Prior to New Year's Day

*Presidents' Day will be an additional paid holiday when Good Friday occurs during Spring Break. If Presidents' Day is used as a snow make-up day, the employee will then be allowed to have a "floating holiday." The "floating holiday" may be used at any time after obtaining approval from the unit head.

Article 9: Placement, Increment, Assignment and Transfer

A. Probationary Period

Newly hired employees shall be considered probationary for the purposes of evaluation for a minimum period of sixty (60) workdays up to a maximum of ninety (90) workdays as determined by the unit head. Newly hired employees are ineligible for benefits during their probationary period with the exception of PERF and Group Health Insurance Benefits.

B. Placement, Beginning Hourly Wage, and Increments

1. Initial step position on a wage scale is determined at the time of employment by the Human Resources Department and the unit head. In classifications where special technical skills are required, consideration may be given to prior experience and training. Annual increments shall be granted on July 1 of each year, except that new employees hired from January 1 to June 30 shall be ineligible for an increase until the following year, unless they have completed their probationary period.
2. On Wage Scale III (See Appendix C), annual increments for employees on all Steps shall be granted July 1 of each year.
3. The hourly rate of pay is in effect for the fiscal year unless a change of placement, assignment, or classification is made during the fiscal year.

C. Trainee Employees

Any employee hired as a trainee in one of the classifications shall start at an hourly rate equivalent to no less than ninety (90) percent of the Step 1 hourly rate. A trainee so employed shall move to the Step 1 rate on July 1 of the following year if employed July through December. If employed January 1 or after, the move to Step 1 would occur on the July 1 following at least one full calendar year of employment.

Article 10: Paid Vacations

- A. Paid vacations are allowed only for full-time employee's.
- B. The Board reserves the right to set dates that employees may not use vacation.
- C. When any paid holiday specified in Article 8 occurs during an employee's paid vacation period, the employee shall retain his/her vacation hours/days.
- D. Noting that the length of an employee's day depends on the number of hours allocated to that employee per day, vacation hours will be granted on the following basis:

New employees will receive:

- Ten (10) days paid vacation if the employee completes probation from July to August.
- Eight (8) days paid vacation if the employee completes probation from September to October.
- Six (6) days paid vacation if the employee completes probation from November to December.
- Four (4) days paid vacation if the employee completes probation from January to February.
- Two (2) days paid vacation if the employee completes probation from March to April.
- Zero (0) days paid vacation if the employee completes probation from May to June.

Thereafter, employees will receive:

- Ten (10) days paid vacation during the first full fiscal year of employment.
- Fifteen (15) days paid vacation will be granted in a fiscal year to those employees who have a minimum of one (1) year and six (6) months of service before July 1.
- Twenty (20) days paid vacation will be granted in a fiscal year to those employees who have a minimum of four (4) years and six (6) months of service before July 1.
- Twenty-one (21) days paid vacation will be granted in a calendar fiscal year to those employees who have a minimum of sixteen (16) years of service before July 1.
- Twenty-two (22) days paid vacation will be granted in a calendar fiscal year to those employees who have a minimum of nineteen (19) years of service before July 1.
- Twenty-three (23) days paid vacation will be granted in a fiscal year to those employees who have a minimum of twenty (20) years of service before July 1.

- E. An employee will not be eligible for any additional paid vacation hours/days by reason of illness and/or injury occurring after his/her scheduled vacation has commenced. If a full-time classified employee becomes disabled during his or her scheduled vacation, the employee shall be entitled to begin his or her thirty (30) calendar-day disability waiting period for short-term disability while on paid vacation commencing with the first day of disability without jeopardizing his or her disability insurance benefits provided the employee notifies Fort Wayne Community Schools. An employee who becomes disabled may request and shall be entitled to take his paid vacation during the thirty (30) calendar-day disability waiting period without jeopardizing his or her disability insurance benefits.
- F. When an employee entitled to a paid vacation is separated from his/her employment with Fort Wayne Community Schools system, his/her accumulated paid vacation hours/days will be included with the last paycheck.

G. Special Provision - Inability to Take Vacation

If an employee covered by this contract is unable to take a planned vacation during the last two (2) months of the fiscal year due to (1) being hospitalized; (2) being on workers' compensation; (3) drawing disability benefits under the group disability insurance policy provided in this contract; or (4) because of a death in his/her family, such employee may carry over said vacation to the next year. However, the hours/days so carried over must be taken prior to March 15 of the following fiscal year.

In addition, if an employee is unable to take vacation during the calendar year because of an administrative request based upon business necessity, the employee may carry over a maximum of forty (40) hours unused vacation from one fiscal year to the next fiscal year.

I. Vacation Carryover

An employee covered by this contract shall be allowed to carry-over a maximum of forty (40) hours (5 days) of his/her allotted unused vacation days from one fiscal year to the next fiscal year. However, the hours so carried over must be used during the fiscal year to which they were carried over.

Article 11: Effect and Term of Contract

A. Copies

The Board agrees to supply at Board expense six (6) copies of the Contract for original execution by the parties (three [3] for each) and in addition, the Board shall reproduce forty-five (45) copies of the Contract in booklet form at its sole expense for Association distribution to employees of the unit.

B. Effect of Contract

1. The Board and Association agree that the terms and conditions set forth in this Contract represent the understanding and commitment between them for the duration of this Contract. Only with the mutual consent of both parties can the negotiation process be reopened to alter or change this Contract during its duration.
2. Any contract between the Board and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Contract.
3. Should any Article or portion thereof be declared illegal by a court of competent jurisdiction or be in conflict with any state or federal statute or regulation that has the effect of statute, such Article or portion thereof shall be deleted from the Contract to the extent it violates the law, but the remainder of this Contract shall remain in full force and effect.
4. This Contract shall supersede any policies or procedures of the Board which shall be contrary to or inconsistent with its terms.
5. Nothing of this Contract abrogates the rights of the individual under existing laws.
6. By entering into this Contract, all prior agreements of any nature whatsoever are hereby terminated and are of no force or effect, the parties having had the right to present any and all issues in bargaining prior to this agreement.

C. Term of Contract

1. This Contract shall be effective on July 1, 2022 and shall continue in effect through June 30, 2026. Provided, however, that it shall reopen exclusively for negotiation of wages on or before June 30, 2023, and again on June 30, 2025.
2. This Contract is made and entered into at Fort Wayne, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of the Fort Wayne Community Schools and the Fort Wayne Classified Association, Inc. This Contract is so attested to by the parties whose president and designated members' signatures follow.

Fort Wayne Classified Association

BY [Signature]
Its President

BY [Signature]
Its Vice President

BY [Signature]
Its Secretary

Board of School Trustees of Fort Wayne
Community Schools

By: [Signature]
Anne Duff
Its President

By: [Signature]
Rohli Booker
Its Secretary

By: [Signature]
Mark Daniel
Superintendent

By: [Signature]
Charles Cammack, Jr.
Its Chief Operations Officer
Negotiation Committee

By: [Signature]
David Amen
Spokesperson
Negotiation Committee

Dated this 13th day of June, 2022.

Appendix A: Wage Scale I

WAGE SCALE FOR ELECTRICIANS, MECHANICS, PLUMBERS EQUIPMENT MAINTENANCE, MECHANICAL MAINTENANCE AND GENERAL MAINTENANCE EMPLOYEES FOR FISCAL YEARS 2022-23

SECTION A

Wage Range	Fiscal Year 2020-2021
1	\$25.07
2	\$26.08
3	\$27.21
4	\$28.57
5	\$30.10
6	\$31.20

SECTION B

Initial placement shall be determined at time of employment by the unit head and the Human Resources Department. Annual increments shall be granted July 1 of each year.

SECTION C

An employee assigned as working lead person shall receive an additional seventy-five cents (\$.75) per hour.

SECTION D

An employee who has earned license as a (1) Journeyman Plumber, (2) Journeyman Electrician, (3) FCC Class I (Electronics Technician,) (4) Journeyman Heating and Sheet Metal, will receive an additional three hundred dollars (\$300.00) per year for the applicable license in his/her classification. Each license must be current and verified by the employee's unit head each year.

SECTION E

Summer Lead positions are for those employees who provide leadership for seasonal worker(s) as requested by the Director of Maintenance. Summer Lead positions shall be offered and assigned in accordance with the following in order of priority:

1. Offered to the employee(s) within the classification who had provided leadership for seasonal employees the previous summer.
2. Offered to the employee(s) within the classification in order of greatest classification seniority, and
3. Assigned to the employee(s) within the classification in order of least classification seniority.

Appendix B: Wage Scale II

WAGE SCALE FOR GROUNDS MAINTENANCE FOR FISCAL YEAR 2022-23

SECTION A

Wage Range	Fiscal Year 2020-2021
1	\$21.55
2	\$22.90
3	\$23.86
4	\$25.06
5	\$26.08
6	\$27.20

SECTION B

Initial placement shall be determined at time of employment by the unit head and the Human Resources Department. Annual increments shall be granted July 1 of each year.

SECTION C

An employee assigned as working lead person shall receive an additional seventy-five cents (\$.75) per hour.

SECTION D

The Manager of Maintenance & Operations may appoint employees to fill lead positions to provide leadership for seasonal workers. Lead positions shall be offered and assigned in accordance with the following in order of priority: Offered to the employee(s) within the classification who had provided leadership for seasonal employees the previous summer. Offered to the employee(s) within the classification in order of greatest classification seniority, and Assigned to the employee(s) within the classification in order of least classification seniority.

Appendix C: Wage Scale III

WAGE SCALE FOR WAREHOUSE CLERKS-DRIVERS AND FOOD SERVICE DELIVERY DRIVERS FOR FISCAL YEAR 2022-23

SECTION A

Wage Range	Fiscal Year 2020-2021
1	\$16.89
2	\$18.05
3	\$19.08
4	\$20.44
5	\$21.55
6	\$22.90

SECTION B

Initial placement shall be determined at time of employment by the unit head and the Human Resources Department. Annual increments for employees shall be granted July 1 of each year.

SECTION C

An employee assigned as working lead person shall receive an additional seventy-five cents (\$.75) per hour.

SECTION D

The Manager of Maintenance & Operations may appoint employees to fill lead positions to provide leadership for seasonal workers. Lead positions shall be offered and assigned in accordance with the following in order of priority: Offered to the employee(s) within the classification who had provided leadership for seasonal employees the previous summer. Offered to the employee(s) within the classification in order of greatest classification seniority, and Assigned to the employee(s) within the classification in order of least classification seniority.

SECTION E

Drivers covered under this wage scale who are employed with FWCS on July 1, 2022, and who currently hold a commercial driver's licenses (CDL) shall receive an additional seventy-five cents (\$.75) per hour. This supplemental wage shall be capped at seventy-five cents (\$.75) per hour and shall not be subject to any increase during a reopener. New drivers that hold a CDL will only be eligible for \$300.00 per year, and not for additional compensation per hour.