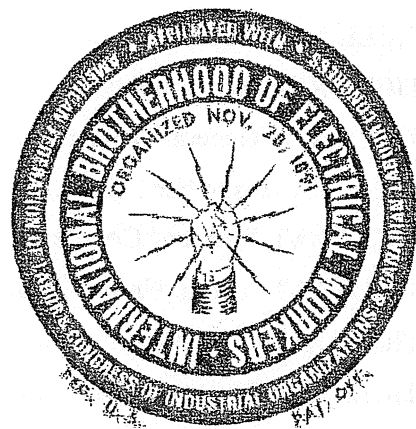


July 1, 2020

AGREEMENT  
between  
CITY OF INDEPENDENCE, MO.  
and  
LOCAL UNION 53 INTERNATIONAL  
BROTHERHOOD  
OF  
ELECTRICAL WORKERS

November 1, 2019 - October 31, 2021

Approved By Council Action on



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## **MEMORANDUM OF AGREEMENT**

This Agreement effective this \_\_\_\_ day of March, 2020, by and between the City of Independence (hereinafter referred to as the "City") and Local Union 53 of the International Brotherhood of Electrical Workers, affiliated with the A.F. of L. - C.I.O. (hereinafter referred to as the "Union"), provides:

### **ARTICLE 1 Purpose of Agreement**

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, work rules, and other conditions of employment, for certain employees of the City, have agreed that this Memorandum of Agreement records the results of completed discussions, including some previously agreed letters, of understanding. It is the intent of both parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended.

### **ARTICLE 2 Recognition**

**Section 1.** The City recognizes the Union as exclusive bargaining representative of all employees covered by the classifications listed in Exhibit "A" attached hereto and made a part hereof (and this Agreement covers only the employees in such job classifications) and as bargaining representative for future employees in such classifications.

**Section 2.** This Agreement shall be binding upon the City and upon all employees holding membership in the above designated bargaining unit.

### **ARTICLE 3 Union Membership & Check-Off**

**Section 1.** Each new employee may become a member of the Union.

**Section 2.** Each employee covered herein, who on the effective date of this Agreement is a member of the Union in good standing, and each employee who becomes a member after that date may maintain his membership in the Union.

**Section 3.** During the life of this Agreement, the City agrees to deduct from the employee's wages initiation fees and dues as directed and authorized in writing by the employee. Authorization for such deductions shall remain in force until revoked by written notice to the employer not less than thirty (30) days prior to the date the employee wishes the deduction to be terminated. Remittance of the initiation fees and dues so collected each month shall be made to the Financial Secretary of the Local Union. Such deduction shall be made from each payroll for the dues of the current pay period and any back dues, if owed.

**Section 4.** The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of this Article III, or in reliance on any list, notice or assignment furnished under any of such provisions.

**Section 5.** The City shall provide a suitable bulletin board at each of its installations for posting notices of the City and the Union. Union notices shall be mutually agreed upon by the Union Representative and the Power & Light General Manager.

**Section 6.** The City agrees to first solicit new employees for those classifications within the bargaining unit through Union Local 53, I.B.E.W., if not specifically provided for in promotion, bidding and/or recall procedures of the Agreement, except for promotion from within the City to the lowest position in a line of progression. If such employees are not available from the Union, within forty-eight (48) hours after notice, the City reserves the right to recruit and hire such employees outside the Union. The City shall be the final judge of qualifications of applicants in every case.

**Section 7.** The City will promptly notify the Union in writing when new employees are hired for classifications included within the bargaining unit.

#### **ARTICLE 4 Management**

**Section 1.** The Union and its members recognize the sole right of the City to determine its operating policies and manage its business in the light of experience, business judgment, and changing conditions; and among such functions are the right to direct the working forces, including the right to hire, suspend or discharge for just cause, transfer, maintain discipline and efficiency of employees, and enforce reasonable work rules, determine the number of employees it will have in its service at any time, determine the qualification of employees for the performance of the duties of specific jobs, and the right to relieve employees from duty because of lack of work, or for other reasons, provided that this will not be used for the purpose of discrimination against any member or members of the Union. It is understood and agreed that the functions of management listed herein are not all-inclusive and that all such rights, powers or authority not covered by this Agreement shall be retained by the City.

**Section 2.** The Union agrees that its members will individually and collectively perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from injury; and that it will at all times cooperate with the City in improving the ability and efficiency of the employees and thereby make the service of the City more desirable, economical and attractive to the public. The City and the Union shall jointly establish and maintain an adequate training program, including apprenticeship programs for the classification of Journeyman Lineman, and may also establish and maintain such programs for Journeyman Power Plant Mechanics, Journeyman Power Plant Electricians, and Journeyman Metermen, if the need arises. The parties jointly acknowledge that apprenticeship programs will not be active when the City has no apprentice on the payroll, and nothing herein requires the City to have apprentices at any given time.

**Section 3.** No Strikes No Lockouts - During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business. The Union further agrees that, should any such acts be committed by employee or employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any unauthorized stoppage, strike, slowdown, or who is negligent in the performance of the work of the City, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular employee is engaged in participating or encouraging any violation of the provisions hereof.

**Section 4.** Temporary Employees - When additional temporary employees are needed to supplement the City Power & Light Department regular work force, the City agrees to obtain such employees by contracting with firms signatory to the agreement between Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc., and Local 53, International Brotherhood of Electrical Workers covering all work necessary to perform the temporary needs for all classifications for Utilities and Municipally owned systems.

If the contractor is unable to provide the requested number of employees pursuant to the above paragraph, the City shall be free to use any method to do so.

The City agrees employees obtained pursuant to this provision will not be used to abrogate the general practice of the City maintaining a sufficient work force of regular employees to take care of its normal volume of work. However, the City will look first within the Bargaining Unit and then may use temporary employees for positions in the process of being eliminated through attrition.

## **ARTICLE 5 Employee Service**

### **Promotions - Demotions - Layoffs - Bidding**

#### **Section 1.** Definitions:

- (a) The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by the City for regular employment in the bargaining unit who has not completed six (6) months of continuous service with the City. The term "regular employee" means any individual engaged by the City for regular employment who has completed six (6) months of continuous service with the City.
- (b) The term "service rights" means the rights accruing to regular employees through Utility, Divisional or Job Service, which entitles them to preferences provided for in this Agreement.

An employee who resigns from the City or is discharged for cause shall lose all service rights.

- (c) A "line of progression" is a sequence of related job classifications within a department or a division providing advancement for qualified employees therein. All lines of progression are specifically set forth in Exhibit B.

**Section 2.** Utility, Divisional and Job Service:

- (a) After a probationary employee has satisfactorily completed six (6) consecutive months of employment within the bargaining unit, the employee establishes six (6) months of "Utility Service" and becomes a regular employee. Once having established Utility Service, the employee will accumulate additional Utility Service, according to the employee's total length of employment with the Utility, unless broken by resignation, layoff, or discharge.
- (b) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a division of the Power & Light Department, the employee establishes six (6) months of "Divisional Service" therein. Once having established Divisional Service in a division, the employee will accumulate additional Divisional Service therein according to the employee's total length of employment in that division unless broken by resignation, layoff, or discharge.

Divisions of the Power & Light Department are as follows: Administration, Support Services, Production, Transmission & Distribution, Engineering, and Operations.

- (c) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a job classification, the employee establishes six (6) months of "Job Service" therein. Once having established service in a job classification, the employee will accumulate additional service therein according to the employee's total length of employment in that job classification unless broken by resignation, layoff, or discharge.
- (d) No new employee hired as a Journeyman Lineman, Journeyman Meterman, Journeyman Power Plant Electrician or Journeyman Power Plant Mechanic may accrue Job Service within a classification over apprentices serving in their last year of apprenticeship for the same classification.

It is understood by the parties that any apprentices as defined in the work agreement between the Union and the City that are hired by the City from outside the bargaining unit shall not accrue job seniority over apprentices that are currently in the Department's apprenticeship program.

- (e) If Job Service among employees in a Division is equal, the total service in the line of progression shall govern; if the total service in the line of progression is equal, Divisional Service shall govern; and if Divisional Service is equal, Utility Service shall govern.
- (f) As of the effective date of this Agreement, all regular employees shall have the Utility Service, Divisional Service and Job Service shown on the City's records. Correction of errors in such records not heretofore resolved will be made by the City provided same is requested within sixty (60) days after the date of this Agreement. In computing Utility Service, Divisional Service and Job Service after the effective date of this Agreement, no deduction shall be made for a layoff for twelve (12) months or less

because of lack of work or for any absence permitted under the terms of this Agreement.

- (g) If a regular employee is absent because of illness or injury, he shall retain full service rights during such absence. Service rights shall also be retained by regular employees who are rehired within twelve (12) months after layoff except that there shall be no accrual of vacation and sick leave benefits during the period of layoff.

**Section 3.** Employee in a New Job Classification - An employee entering a new job classification will accrue no Job Service therein until he has completed six (6) consecutive months in the new job classification. Upon completion of this period, his Job Service will date back to the beginning of the six (6) month period.

**Section 4.** Service Lists - Service lists will be furnished to the Union and posted by the City every six (6) months on bulletin boards in each Division, accessible to employees covered by such lists. These lists shall show by lines of progression (grouped by Job Classification in the order of Job Service) the employee's name and his Utility, Divisional and Job Service dates. Any questions as to the correctness of such lists should be promptly brought to the attention of Management.

**Section 5.** Promotions

- (a) A "promotion" is an advancement to a higher paying job classification in a line of progression. A "higher paying job classification" is one carrying a higher maximum rate.
- (b) If a vacancy occurs in a job classification in a line of progression, it shall be offered, in accordance with Job Service, to other qualified employees in the next lower job classification in the line of progression.
- (c) In selecting an employee for promotion, the determining factors shall be service, ability and qualifications. If the ability and qualifications of the employees under consideration are sufficient, the employee with the greatest Job Service will be promoted.

However, where two (2) or more jobs promote to a single job in a line of progression, Job Service will be disregarded and Divisional Service shall govern, and if in such circumstances Divisional Service is equal, Utility Service shall govern.

- (d) If an employee chooses not to accept a promotion, it shall have no effect on his future opportunities for promotion.
- (e) Waiver of transfers or promotions shall be in writing.

**Section 6.** Bidding

- (a) Except as provided in subsection (b) of this Section 6, if a new job classification is created,



or if a vacancy occurs in a job classification to which there is no line of progression and no employee is eligible for recall, or if the vacancy is in a line of progression but no qualified employee is available for promotion or recall, the City will post a notice of the vacancy (hereinafter referred to as a "Bid Job") on bulletin boards accessible to employees, covered by this Agreement for a period of at least one (1) week. Such notice shall have the job title, a description of the work, the qualifications required and the minimum and maximum wage rates. If a Journeyman classification is to be filled and there are no qualified journeymen in the employ of the City available to bid for the job, then the vacancy will not be posted.

- (b) Whenever an employee is unable to perform the normal duties of his job because of illness or injury, the City may place him in any Bid Job without going through the posting procedure.
- (c) Any employee desiring to be considered for a Bid Job shall submit his bid in writing within said period of one (1) week. The City shall have twenty (20) working days thereafter within which to make its selection. Any employee may submit his bid for any posted job opening and all bids will be given consideration. Should an employee at a higher classification be the successful bidder, he may be required to remain at his regular classification until a replacement is trained.
- (d) All selections shall be made on the basis of merit without regard to favoritism: Merit shall mean ability, efficiency, qualifications and continuous length of service in the bargaining unit. If, in Management's judgment, an employee who is selected to fill a Bid Job does not demonstrate his competence to perform the work of the job during the first six (6) months, or if such an employee does not desire to remain in the job for six (6) months, he may, providing the job exists, be returned to his former job classification and his Job and Divisional Service in the former job classification will be credited with the time spent in the Bid Job.
- (e) Position classifications to be filled in accordance with the provisions of this Section are listed in Exhibit C attached hereto and made a part hereof.
- (f) Disputes related to the filling of Bid Jobs shall be handled as per Article XXIV unless otherwise mutually agreed.
- (g) Any employee that is selected by the City to fill a job position through the job bidding procedure, has six (6) months in which to elect to return to his or her former job classification, provided the former classification still exists.
- (h) In the event an employee elects to return to his or her former classification within the six month period described in the preceding paragraph, such employee's Utility, Divisional and Job Service will not be affected by the election to return to the former classification.
- (i) In the event an employee elects to return to his or her former classification after the

six month period, such employee's Utility Service shall not be affected by his election to return to the former classification. However, the employee's Job Service in the former classification will remain frozen for the duration of the time spent in the bid job position. When the employee returns to their prior classification, their Job Service in that classification shall begin to accrue beginning on the first day the employee returns to work in the prior classification. Where an employee bids into a new position in the same Division, the employee's Divisional Service will not be affected. If an employee bids into a new position that is in a different Division, the employee's Divisional Service shall be frozen until the employee returns to work in the prior Division.

## **Section 7. Demotions and Layoffs**

- (a) If an employee is demoted by the City within a line of progression for any reason, all length of employment in higher job classifications within such line of progression shall be added to his Job Service in the job classification to which he is demoted.
- (b) If an employee is demoted within a line of progression at his own request, he must remain in the job classification to which he is demoted for at least six (6) months before using his Job Service for promotional purposes. In such a case all length of employment in higher job classifications within such line of progression shall be added to his Job Service in the job classification to which he is demoted.
- (c) Layoffs from a line of progression due to reduction in force shall be made from the starting job classification within the line of progression according to City Service after necessary demotions have been made. Any employee unwilling to accept demotion or transfer to accomplish the above, regardless of his position in the line of progression, will be laid off.
- (d) Layoffs due to reduction in force from job classifications not in a line of progression shall be made according to Utility Service.
- (e) An employee scheduled for demotion or layoff due to reduction in force may, if qualified by education, experience and demonstrated ability, use any Utility Service he has to replace an employee with less Utility Service in any job classification.
- (f) When vacancies occur in job classifications from which employees have been demoted, transferred or laid off (due to lack of work), they shall be filled by recalling such demoted, transferred or laid off employees who are eligible and qualified, as long as such employees are available, before the job is filled in any other way. A copy of each recall notice shall be sent to the Union promptly. Such employees shall be recalled in the reverse order in which they were demoted, transferred or laid off. If an employee is so recalled and does not report for work within two (2) weeks after notice or recall shall have been mailed to him at his last known address, he shall have no further recall or seniority rights in the job classification involved.

- (g) A regular employee scheduled to be laid off due to reduction in force will be given sixty (60) days' notice prior to the layoff.

**Section 8.** Transfer to Position Outside Bargaining Unit

- (a) An employee who is selected from a position within the bargaining unit to fill, on a permanent basis, a supervisory, professional, confidential or administrative position will cease to accumulate Job, Divisional and Utility Service in the job classification from which he was transferred from the date of his promotion.

**Section 9.** System Operators

- (a) All System Operators are required to obtain NERC Certification (and/or any successor certification requirements) within twelve (12) months of employment in the classification. The City will pay the cost of two (2) NERC Certification tests. If additional tests are necessary, the employee shall be responsible for all costs related to same. Failure to obtain NERC Certification after twelve (12) months of employment in the classification, or to maintain NERC Certification in good standing at all times, may be grounds for discipline including termination.
- (b) Qualifications for advancement through the System Operator pay level shall be as follows:
  1. System Operator Trainee: An employee that has not obtained NERC Certification.
  2. System Operator I: An employee with NERC Certification and less than three (3) years' experience in the classification.
  3. System Operator II: An employee with three (3) years' experience as System Operator I.
  4. System Operator III: An employee with three (3) years' experience as System Operator II.
  5. Senior System Operator: An employee with three (3) years' experience as System Operator III.
- (c) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and certification.

**Section 10.** District Planners

- (a) Qualifications for advancement through the District Planner pay levels shall be as follows:

1. District Planner I: An employee with less than three (3) years' experience in the classification.
  2. District Planner II: An employee with three (3) years' experience as District Planner I.
  3. District Planner III: An employee with three (3) years' experience as District Planner II.
  4. Senior District Planner: An employee with three (3) years' experience as District Planner III.
- (b) As determined by the City, a newly hired employee may be placed at the appropriate level based on their experience and qualifications.
- (c) Bargaining Unit employees with Journeyman Lineman qualifications who transfer into a District Planner position shall maintain their existing rates of pay until such time as the progression above results in a pay increase.

**Section 11. Job Elimination/Reduction in Force Due to Plant Closures**

- (a) The Parties acknowledge that the City expects to shut down its steam plant on or about June 1, 2020. Notwithstanding any provision of this Agreement to the contrary, the following shall govern the anticipated job eliminations/reduction in force:
- (i) The initial complement of workers for CT Operations shall consist of fourteen (14) employees, assigned as follows: Instrument/Pneumatic Technician (4), Journeyman Power Plant Electricians (1), Journeyman Power Plant Mechanics (4), CT Operators (4), Utility Data Specialist (1).
  - (ii) During initial post-reorganization operations, the Instrument/Pneumatic Technicians, Journeyman Power Plant Electrician, and Journeyman Power Plant Mechanics will all be cross-trained as CT Operators. It is anticipated that cross-training will take twelve to eighteen months, after which the CT Operator positions will be eliminated. During the cross-training period, existing CT Operators will have the option to bid to other open positions within the City, and any CT Operator who does not bid to another position will be eligible for the severance package described below, when his or her position is eliminated. For those who bid to open positions within IPL, their wage rate shall be red-circled if the base wage is lower than the employee's then-current rate of pay. If employees bid outside of IPL, they shall be paid at the rate of the position to which they move.
  - (iii) With respect to the initial reorganization in 2020, the City will eliminate eleven (11) bargaining unit positions. The positions being eliminated are Journeyman Power Plant Electrician (2), Journeyman Power Plant Mechanic (1), Lab Control Technician (1), Mechanical Maintenance Machinist (1), Power Plant Operator (5), Division Administrative Specialist (1).

(iv) Four (4) job openings will be available for the group of employees who are to undergo job elimination: System Operator (1), Meter Reader (1), Utility Maintenance Worker (1), and Relay Technician (1). Employees bidding into these positions must meet the minimum qualifications for the position and be capable of being trained to perform the functions of the position within a reasonable period of time. The City shall also provide seven (7) severance packages so that the total number of job openings and severance packages equals the total number of jobs being eliminated.

(v) In order of City seniority, affected bargaining unit employees shall be offered the option to remain in their current position (if available), select a position available for transfer (that he or she is qualified to fill or can be trained to fill), or choose to take a severance package, if available. There shall be no bumping of existing employees.

(vi) Employees bidding into open positions shall retain their current rates of pay on a "red circled" basis (pay rate frozen with no reduction in pay), until such time as the rate in the new position exceeds the red circled rate. Employees who bid into an open position shall have recall rights to the job they vacated at the time of transfer.

(vii) Severance packages shall equal two weeks of pay for each year of service, up to a maximum of twenty-six (26) weeks of severance pay for employees with less than twenty years of service to the City. For those employees with at least twenty years of service to the City as of their last day of work, the cap on severance payments will be thirty-nine (39) weeks. Employees receiving a severance package shall be required to execute a release of all employment-related claims against the City and any of its officials/agents. Unless employees elect a lump sum severance payment, severance shall be paid out over time, in equal bi-weekly installments on the regular payroll dates, and employees receiving severance shall also receive employee health insurance on the same terms as they received health insurance during their regular employment, for the length of the severance period. Employees may instead elect to receive a lump sum payment, in which case they shall not receive health insurance continuation. Employees who select a severance package shall not have recall rights.

(viii) Should any employee who elects to receive severance pay over time pass away during the severance period, the remaining payments shall be issued to the employee's designated beneficiary as a lump sum.

(ix) In order to receive either a new job placement or a severance package, each employee must continue working through their transition date. The City will notify all employees of anticipated transition dates on or before May 1, 2020.

(b) The parties further acknowledge there is some possibility the City will elect to cease operations at one or more of its gas combustion turbine plants during the life of this Agreement. Should that happen, the same procedure, options, and City and employee rights as are established in Section 11(a) above shall apply. That is, the City will notify the Union as far in advance as reasonably possible of the number of bargaining unit positions being eliminated, and shall

provide either job openings or severance packages, or a combination of both, sufficient to allow all affected employees to receive either a new position or a severance package. The amount of compensation shall be the same as is provided in Section 11(a)(vi). All other provisions above shall also apply, with adjustments to any applicable dates, as necessary.

(c) Notwithstanding any provision of this Agreement to the contrary, the following shall govern any future job eliminations/reduction in force for all bargaining unit members during the terms of this agreement:

(i) In order of City seniority, affected bargaining unit employees shall be offered the option to remain in their current position (if available), select a position available for transfer (that he or she is qualified to fill or can be trained to fill), if available, or choose to take a severance package. There shall be no bumping of existing employees.

(ii) Employees bidding into open positions shall retain their current rates of pay on a "red circled" basis (pay rate frozen with no reduction in pay), until such time as the rate in the new position exceeds the red circled rate. Employees who bid into an open position shall have recall rights to the job they vacated at the time of transfer.

(iii) Severance packages shall equal two weeks of pay for each year of service, up to a maximum of twenty-six (26) weeks of severance pay for employees with less than twenty years of service to the City. For those employees with at least twenty years of service to the City as of their last day of work, the cap on severance payments will be thirty-nine (39) weeks. Employees receiving a severance package shall be required to execute a release of all employment-related claims against the City and any of its officials/agents. Unless employees elect a lump sum severance payment, severance shall be paid out over time, in equal bi-weekly installments on the regular payroll dates, and employees receiving severance shall also receive employee health insurance on the same terms as they received health insurance during their regular employment, for the length of the severance period. Employees may instead elect to receive a lump sum-payment, in which case they shall not receive health insurance continuation. Employees who select a severance package shall not have recall rights.

(iv) Should any employee who elects to receive severance pay overtime pass away during the severance period, the remaining payments shall be issued to the employee's designated beneficiary as a lump sum.

(v) In order to receive either a new job placement or a severance package, each employee must continue working through their transition date. The City will notify all employees of anticipated transition dates at least 60 days in advance.

## **ARTICLE 6 Job Classification**

**Section 1.** Regular Assigned Jobs - Each employee shall at all times have a regular assigned job classification. The job descriptions in place on shall be the job descriptions effective on the date of this agreement. Should the City find it necessary to create new classifications or change

existing classifications within the Bargaining Unit, the City and the Union will negotiate the qualifications, job content, and wage rate for such newly created or changed classifications. If the parties cannot agree upon the proposed new or revised job description, the issue shall be submitted to an arbitrator pursuant to Article XXIII. In the case of a newly created job description the Utility's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

**Section 2.** Temporary Out-of-Position Work - An employee who is temporarily assigned to a bargaining unit job for a period of two (2) hours or longer, and such job is paid at a higher rate than the employee's regular job, that employee will be paid at whatever step-up rate affords him an increase, not to exceed the top rate of the job, or in the case of a single rated job, the rate paid to the permanent employee customarily filling the job, for the time actually worked in that position. The step-up rate of pay shall never be below the stepped-up employee's permanent straight time rate of pay. Temporary assignments shall be offered to the senior qualified employees in accordance with job seniority within the Division. However, a temporary assignment to the classification of Crew Leader, Working, Meter Foreman, Working, or Substation Foreman, Working in the Transmission & Distribution Division for a period of two (2) weeks or less shall be offered to the senior permanent member of the crew.

If a holiday, excused absence, vacation, or sick leave absence occurs while an employee is temporarily upgraded on the last day worked before the absence and the first day worked following the absence, the employee shall be paid at the step-up rate for such absence.

An employee called in on an emergency basis to fill a vacant shift in a bargaining unit job which is paid at a higher rate than the employee's regular job shall be paid at the higher rate as set forth in the first paragraph of this section, provided, however, that such pay shall be for all time worked without regard to the two (2) hour minimum.

## **ARTICLE 7 Hours of Work**

The hours of work, shift schedule, and lunch period for all covered positions shall be as set out in Table A. These schedules may be altered by the City on 48 hours' written notice in the event of any state of emergency declared by the City Manager, Mayor, Governor, or President. Any such changes shall remain in effect until further altered by the City or until the state of emergency ends, whichever comes first. In the absence of any declared emergency, these schedules may only be altered by written agreement between the appropriate member of senior management and the Business Representative, on either a temporary, seasonal or a regular basis.

### **A. TRANSMISSION AND DISTRIBUTION**

**Section 1.** Work Week - Except as otherwise specified herein the basic work week for Transmission and Distribution employees shall consist of five (5) consecutive work days. Line

crews will work Monday through Friday.

**Section 2. Work Day**

- (a) Eight (8) consecutive hours, except for one-half (½) hour intermission for lunch, shall constitute a normal work day. A regular workday is any twenty-four (24) hour period during which the employee's normal work day of eight (8) hours occurs. The normal work period of eight (8) hours on any regular work day shall be as set out in Table A, except as required for continuous operation and maintenance of service to the public.
- (b) The regular lunch period may be advanced or postponed for not more than one (1) hour in case of (i) emergencies or (ii) pre-scheduled shutdowns, but not otherwise. No overtime rate will be paid for such advancement or postponement; provided, however, that if the lunch period is advanced or postponed more than one (1) hour from the normal lunch period, such lunch period will be deemed time worked for the purpose of computing overtime pay.

Employees will not be permitted to leave their workstation to eat lunch on regular work days if in so doing the thirty (30) minute lunch period would be exceeded.

**Section 3. Troublemens** - Certain journeyman linemen will work as troublemen on a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

A shift premium of five percent (5%) per hour will be paid for work on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before or after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

**Section 4. Dispatchers**

Except as provided in Section 5 below, Dispatchers shall work a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before and after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

**Section 5. Relief Dispatcher**

In the event the City designates a relief position for the Dispatcher classification, the following provisions shall apply:



- (a) The normal shift for relief employees shall be four (4) ten (10) hour days each week.
- (b) Changes to a relief employee's schedule shall be posted at least twenty-four (24) hours in advance.
- (c) Relief employees shall work at least forty (40) hours per week.
- (d) Employees assigned the relief shift shall have a minimum of two (2) consecutive days off which shall be recognized as either their regular days off or the regular days off of the shift that the relief employee is assuming.
- (e) The relief position shall be offered, by seniority, to all qualified employees with twenty-four (24) months of experience as a Dispatcher. Once the position has been employee will remain in the relief position for a period of one year, subject to extension by agreement by both parties.
- (f) The relief employee will normally cover scheduled leave (vacations, extended sick leave or training).
- (g) Unscheduled shift leave for regularly scheduled employees will be covered as follows:
  1. Night shift employees will be given the first right of refusal for covering night shift hours; then the relief employee will be contacted; then the day shift employee from the opposite shift will be contacted.
  2. Day shift employees will be given the first right of refusal for covering day shift hours on the relief employees designated days off; then the relief employee will be contacted; then the night shift employee from the opposite shift will be contacted.
  3. Shift changes from days to nights and nights to days shall be limited to one per week if at all possible.
- (h) The relief employee shall be required to work one day shift on the Dispatch desk in every two month period. The relief employee shall review night shift duties with shift personnel every two months and demonstrate knowledge plus proficiency of such duties.
- (i) When it becomes necessary for relief employees to work on scheduled days off they shall be paid at the applicable overtime rate. At no time shall the relief employee receive more than triple time for hours worked (double time plus holiday pay)
- (j) The City shall pay the Relief Dispatcher an hourly shift premium of five percent (5%) for all hours worked. The shift premium is in lieu of the shift premium for night shift hours worked and the relief employee will not be paid five percent (5%) for night shift hours on top of the shift premium for the relief position.

## **B. PRODUCTION:**

The parties mutually acknowledge that when the Blue Valley Steam Generation Plant shuts down, the schedules and overtime rules pertaining to that operation will be eliminated.

### **Section 1. Production Operations Personnel -**

The production division desires the option for operations and maintenance personnel to work a four (4) ten (10) hour work week, when mutually agreed by both parties. Work crews may be scheduled 4 consecutive days, Sunday - Saturday. On holiday work weeks, crews can work five (5) eight (8) hour days by working a normal day off adjacent to the scheduled work days, allowing for a 40 hour week when the 8 hour holiday is applied. Alternatively, crews can work their normal 10 hour schedule, but must apply 2 hours of vacation or personal business to the 8 hours of Holiday pay to make up the 40 hour work week.

All other contractual work rules such as lunch, meal times, rest period, etc. shall be adjusted accordingly.

Employees shall be given two (2) weeks' notice prior to changing to a four (4) ten (10) hour schedule.

#### **When working four (4) ten, (10) hour days.**

- a) The regular work hours shall be 10:00am to 8:00pm, seven (7) days per week.
- b) These hours can be altered up to four (4) hours earlier, seasonally, with a seven (7) day advance notice to all affected employees.

#### **When working five (5) eight (8) hour days**

- a) The hours shall be by A, B, C shift(s) as in the hours table
- b) These hours can be altered up to two (2) hours earlier or later, seasonally, with a seven (7) day advance notice to all affected employees upon agreement with both the Union and the City.

#### **In the event the shift must be filled with less than twenty-four (24) hours' notice**

- a) All overtime "off-shift" and on holidays will be distributed to operators in accordance with the overtime call-out list.
- b) Overtime needs within in two (2) hours of shift start and stop time, will be filled by the on-shift operator with the least amount of overtime per the list.
- c) The overtime list will be updated by 12:00pm on the Monday of each new payroll week.
- d) When it becomes necessary for employees to work on scheduled days off, they will receive time and one-half (1/2) for all hours worked on the first day worked, and double time for all hours worked on the second consecutive day worked.
- e) Operators will be scheduled off on all City holidays, with overtime filled per the overtime list
- f) The City shall pay an hourly shift premium of five percent (5%) for all hours worked between 2pm and 6am.

- g) If there are no available operators to fill overtime needs, the overtime will be offered to qualified bargaining unit personnel in another job class in accordance with overtime call-out lists.
- h) If none of the above are available, the City will fill the vacancy with a contract operator.

**C. SUPPORT SERVICES:**

**Section 1.** Warehouseman - Shall work a day shift, Monday through Friday. The City may adjust the starting time of one (1) warehouseman ahead one (1) hour, with such shift being assigned on a weekly rotating basis among all warehousemen.

**Section 2.** Vehicle Maintenance Personnel - Shall work three (3) shifts.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked on the Third Shift.

Shift premium pay is applicable to all hours of work for Third Shift Workers assigned to a fixed shift including recognized leaves when they are assigned.

**Section 8.** Meter Reading Personnel - Shall work a day shift, Monday through Friday.

**D. OPERATIONS**

**Section 1.** System Operators

Except as provided in Section 2 below, System Operators shall work a rotating shift schedule of four (4) or more days per week, which schedule shall be posted at least one (1) month in advance.

The City shall pay an hourly shift premium of five percent (5%) for all hours worked on the night shift.

Shift premium pay is applicable to overtime work performed by shift workers before and after their regular shift, if such regular shift is the night shift. Shift premium shall be added to the regular hourly rate for purposes of computing overtime pay for shifts which receive such premium pay.

The City shall pay the relief System Operator an hourly shift premium of five percent (5%) for all hours worked. The shift premium is in lieu of the shift premium for night shift hours worked and the relief employee will not be paid five percent (5%) for night shift hours on top of the shift premium for the relief position.

**Section 2.** Relief System Operator

In the event the City designates a relief position for the System Operator classification, the following provisions shall apply:

- (a) The normal shift for relief employees shall be four (4) ten (10) hour days each week.
- (b) Changes to a relief employee's schedule shall be posted at least twenty-four (24) hours in advance.
- (c) Relief employees shall work at least forty (40) hours per week.
- (d) Employees assigned the relief shift shall have a minimum of two (2) consecutive days off which shall be recognized as either their regular days off or the regular days off of the shift that the relief employee is assuming.
- (e) The relief position shall be offered, by seniority, to all qualified employees with twenty-four (24) months of experience as a NERC Certified System Operator. Once the position has been accepted, the employee will remain in the relief position for a period of one year, subject to extension by agreement by both parties.
- (f) The relief employee will normally cover scheduled leave (vacations, extended sick leave or training).
- (g) Unscheduled shift leave for regularly scheduled employees will be covered as follows:
  - 1. Night shift employees will be given the first right of refusal for covering night shift hours; then the relief employee will be contacted; then the day shift employee from the opposite shift will be contacted.
  - 2. Day shift employees will be given the first right of refusal for covering day shift hours on the relief employees designated days off; then the relief employee will be contacted; then the night shift employee from the opposite shift will be contacted.
  - 3. Shift changes from days to nights and nights to days shall be limited to one per week if at all possible.
- (h) The relief employee shall be required to work one day shift on the System Operator desk in every two month period. The relief employee shall review night shift duties with shift personnel every two months and demonstrate knowledge plus proficiency of such duties.
- (i) When it becomes necessary for relief employees to work on scheduled days off they shall be paid at the applicable overtime rate. At no time shall the relief employee receive more than triple time for hours worked (double time plus holiday pay).

## **E. ENGINEERING**

### **Section 1. District Planners and Engineering Technician III**

The normal shift for District Planners and Engineering Technician III shall be Monday through Friday.

The parties recognize that the District Planners and Engineering Technician III must work a flexible schedule in order to attend meetings with customers and others having business with the City. Accordingly, the work schedule for each employee for each work week shall be based upon the individual employee's projected workload and shall be recommended by the employee and approved by their supervisor no later than 4 P.M. on Friday of each week for the following week. In the event that an unscheduled early morning, evening or weekend meeting may be required, it shall be the responsibility of the employee, with the approval of the employee's supervisor, to adjust the employee's schedule for the remainder of the work week to ensure that no more than forty (40) hours are worked, unless such hours are specifically authorized and approved, in advance, by supervision. Work in excess of forty (40) hours per week shall be paid at the applicable overtime rate. Notwithstanding the foregoing, when an employee is directed by a duly authorized person to respond to a call outside of the employee's regularly scheduled hours, the employee will be paid the applicable overtime rate for all hours worked on such duty.

#### **F. 4-10 HOUR WORK OPTION**

Any division desiring to go to a four (4) ten (10) hour work week may do so if mutually agreed by both parties. Work crews may be split into two (2) groups, one Monday through Thursday and one Tuesday through Friday. On holiday work weeks, crews will work five (5) eight (8) hour days Monday through Friday.. All other contractual work rules such as lunch, meal times, rest period, etc. shall be adjusted accordingly. Employees shall be given two (2) weeks' notice prior to changing to a four (4) ten (10) hour schedule.

### **ARTICLE 8 Overtime**

**Section 1.** All authorized overtime worked shall be paid for at one and one-half (1½) times the straight time rate of pay except as defined in the following sections.

**Section 2.** Except as provided in Section 7 of this Article, all authorized work performed on an employee's second regularly scheduled day off in a work week, and all hours (including the employee's regularly scheduled hours) worked in excess of sixteen (16) consecutive hours, will be paid for at double the straight time rate.

**Section 3.** For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the employee's regularly scheduled hours fall. Whenever an employee works outside his regularly scheduled hours, the time shall be allocated to the calendar day on which such work is performed and he shall be paid the overtime rate applicable to that calendar day. Supervisory personnel shall promptly notify employees of any changes made to their time sheets.

**Section 4.** Call-Out and Scheduled Overtime - When an employee is called in for work outside his regular scheduled work period by duly authorized person, or persons, he shall receive a minimum of two (2) hours for each call-out at the overtime rate which is applicable for the day for which he is called.

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee

shall receive a minimum of two (2) hours at the overtime rate which is applicable for the day of the scheduled overtime.

A daily rotating standby listing by crew of lineworkers shall be maintained for overtime assignments during workday hours prior to normal quitting time. All members of a designated standby crew shall be available to work beyond normal quitting time. Standby crew will be utilized for work unscheduled one (1) hour or less prior to the end of shift time. In extenuating circumstances, an employee may request to be released from standby duty for that day. If approved, the employee shall first find an available and willing substitute from the same job classification. Prior to quitting time, standby crew members shall remain accessible by remaining in the vicinity of the Transmission & Distribution locker room. Prior to any standby crew member departing for the day, the standby crew leader shall receive permission from one of the superintendents. A daily work assignment that continues past the end of the normal quitting time shall be completed by the crew that received such assignment. If such assignment will last longer than one-half(½) hour past normal quitting time, an employee may request to be released at normal quitting time and such request shall not unreasonably be denied.

There will be three separate columns listed on bi-weekly overtime lists, one for call out hours, one for out-of-town hours, and one for scheduled overtime where crews stay late after shift.

#### **Section 5.**

- (a) Distribution of Overtime - Overtime shall be distributed as equitably as is practicable among the employees in the job classification in which such work is to be performed. A record of all accumulated overtime hours worked by the employees in each job classification during each year beginning on January 1 will be posted by the City on appropriate bulletin boards at the end of each pay period. The listing of accumulated overtime hours shall expire on December 31 of each year. The order on the list will not change. In each instance when an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as overtime hours worked for the purpose of calculating the equity of distribution of overtime. If all employees in a job classification refuse overtime it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City.

The first time an employee is bypassed for an overtime call-out during any calendar year, the employee shall be compensated for 50% of the hours missed.

When the dispatcher is calling for overtime and the employee does not answer, the dispatcher shall wait two (2) minutes before calling the next person on the list. This “wait time” provision shall only apply until such time as the City adopts an automated call-out system.

When an employee fails to answer a call for overtime, he or she will not be charged a

“miss” on their overtime response rate, provided they return the call within ten (10) minutes, and accept the overtime if still needed.

- (b) Overtime Call-Out Procedure - Crew Leader, Working, Journeyman Lineman and Apprentice Lineman (Hot). There shall be five (5) lists used for overtime employees in the classifications of:

1. Crew Leader, Working
2. Journeyman Lineman
3. Apprentice Lineman (Hot)
4. Employees working in' different classifications\*
5. Employees on authorized leave\*\*

- (c) These lists shall be utilized in the following manner:

1. Order for Crew Leader, Working Callout:
  - Crew Leader, Working
  - Journeyman Lineman
  - Crew Leader, Working on authorized leave
2. Order for Journeyman Lineman Callout:
  - Journeyman Lineman
  - Crew Leader, Working (If there is still a need for a Journeyman Lineman)
  - Journeyman Lineman in other classifications
  - Journeyman Lineman on authorized leave
3. Order for Apprentice Lineman (Hot) Callout (Only as a fourth (4<sup>th</sup>) Person on a four (4) man crew):
  - Apprentice Lineman (Hot)
  - Apprentice Lineman (Hot) on authorized leave

- (d) Crew Makeup:

1. Four (4) man crews shall consist of:
  - One (1) Crew Leader, Working
  - Two (2) Journeyman Lineman
  - One (1) Apprentice Lineman (Hot)
2. Three (3) man crews shall consist of:
  - One (1) Crew Leader, Working

- Two (2) Journeyman Lineman
3. Two (2) man crews shall consist of two (2) Journeyman Lineman

\*Employees qualified as Journeyman Lineman working in other classifications.

\*\*As defined in Articles X, XI, XII and XIII.

In the event that enough Journeyman Lineman aren't available or fail to respond, one (1) Apprentice Lineman (Hot) will be used with less than a four (4) man crew or with one (1) Journeyman Lineman. All crews shall contain at least one Journeyman Lineman.

(e) New Hires and Promoted Employees:

New hires and promoted employees will be averaged into the overtime list.

**Section 6.** Travel Time - When an employee is called in for unscheduled overtime work, he shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.

**Section 7.**

(a) Employees Working Eight (8) Hour Rotating Shifts. For work performed in excess of eight (8) hours on a scheduled work day overtime will be paid at the rate of one and one-half (1 ½) times the regular rate.

A Shift - For work on the first (1st) day following the regular "A" shift seven (7) day operating schedule, time and one-half (½) will be paid. For work on the second (2nd) day following the regular "A" shift schedule double time will be paid. Time and one-half (½) will be paid for work on the third (3rd) day and double time will be paid for work on the fourth (4th) day following completion of the "A" shift.

B Shift - For work on the first (1st) day following the "B" shift regular six (6) days operating schedule, time and one-half (1 ½) will be paid. For work on the second (2nd) day following the regular "B" shift schedule double time will be paid.

C Shift - For work on the first (1st) day following the "C" shift regular seven-day operating schedule time and one-half (1 ½) will be paid. For work on the second (2nd) day following the regular "C" shift schedule double time will be paid.

(b) Employees Working Twelve (12) Hour Rotating Shifts - For work performed in excess of twelve (12) hours on a scheduled work day, overtime will be paid at the rate of one and one-half (1 ½) times the regular rate.

Work performed on the first (1st) and third (3rd) scheduled days off will be paid at the rate of one and one-half (1 ½) times the regular rate.



Work performed on the second (2nd) and fourth (4th) scheduled days off will be paid at two (2) times the regular rate.

- (c) Major Storm Restoration - When employees are assigned to major storm restoration duty as declared by the Power & Light General Manager, they shall be assigned by classification to either a twenty-four (24) hour shift or a twelve (12) hour shift. The twenty-four (24) hour shift shall consist of sixteen (16) hours on duty paid at time and one-half (1.5) and an eight (8) hour rest period paid at straight time. The twelve (12) hour shift shall be paid at time and one-half (1.5), except, that on Sundays and Holidays, employees will be paid at two (2) times their regular rate of pay for the sixteen (16) hours worked during the twenty-four (24) and the twelve (12) hour shift. Hours worked in excess of the sixteen (16) on duty hours shall be paid at two (2) times the regular rate, until the employee receives his eight (8) hour rest period. This schedule for City personnel shall remain in effect until terminated by the Power & Light General Manager, provided, however, that outside contractors shall not be retained by the City to perform comparable storm restoration duties on twenty-four (24) or twelve (12) hour schedules for more than twenty-four (24) hours following the termination of such schedules for all City personnel.

**Section 8.** Employees will be selected to respond to out-of-town requests for mutual-aid on the following basis:

- (a) Out-of-town storm hours will be kept on a separate list. Out-of-town refusal hours will be added to said list.
- (b) It is understood that the overtime callout procedure for out of town storm restoration shall be in the following order:
  - a. Crew Leader, Working
  - b. Journeyman Lineman
  - c. Employees on authorized leave.
- (c) To be eligible for selection, Working Crew Leader and/or Journeyman lineman must have responded and have worked a minimum of fifty percent (50%) of the call-out opportunities in-house received during the prior twelve (12) rolling months.
- (d) Seniority shall be the deciding factor for order when starting and resetting the list for each classification. Seniority shall prevail in a tie.
- (e) The list will reset after three full years on January first of that respective year.
- (f) Any new employee on probation or employee on disciplinary probation will not be eligible for out-of-town work.
- (g) If a qualified employee refuses an opportunity, they will receive hours equal to the hours accrued on the said opportunity, unless off on authorized leave when asked.

- (h) Any employee under fifty percent (50%) will receive hours equal to the hours accrued on each opportunity.
- (i) Any newly qualified journeyman lineman will be added to the out-of-town list at the rate of one hour more than the employee with the highest total number of hours on the out-of-town list.
- (j) When IPL management is calling to offer mutual aid work assignments, they shall call from an IPL landline.
- (k) Except as provided in Article 9, Section 2 of this Agreement, all work and travel will be paid at double the straight time hourly rate of each classification from dock to dock.
- (l) Qualified employees asked to go out of town may be subject to change every pay period due to qualifications being met.
- (m) All new hired or promoted employees will be zeroed out on the overtime percentage list.
- (n) The percentage overtime list will be made available for employees to review by requesting such list from the Transmission and Distribution Superintendents.
- (o) In the event an employee fails to answer the phone call on a call-out, the failure to answer will be counted as a missed opportunity.
- (p) It is understood that if an employee is called in to work overtime (in-house or out-of-town) while off on authorized leave and it is turned odwn, the person will not be charged a “miss” or be counted as a response.
- (q)

## **ARTICLE 9 Holidays**

**Section 1.** The following days will be recognized as paid holidays:

New Year's Day  
M. Luther King's Birthday  
President's Day  
Truman's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

- (a) If any of the above mentioned holidays occurs on Saturday, the holiday shall be observed on the previous Friday except as provided below.
- (b) If any of the above mentioned holidays occurs on Sunday, the holiday shall be observed on the following Monday except as provided below.

**Section 2.** Employees required to work on a recognized holiday, or a day observed as a holiday, shall receive eight (8) hours of holiday pay at their regular rate plus two (2) times their regular rate for hours worked on the holiday. An employee shall be paid holiday pay for the actual holiday, or for the day observed as the holiday, but not both. An employee shall receive an extra day's pay for the week in which a holiday is observed on his regular day off.

**Section 3.** Employees required to work a twelve (12) hour shift on a recognized holiday, shall receive twelve (12) hours of holiday pay at their regular rate plus two (2) times their regular rate for the twelve (12) hours worked on the holiday and for work performed outside the twelve (12) hour shift on such holiday. An employee shall be paid holiday pay for the recognized holiday. An employee shall receive an extra eight (8) hours pay for the week in which a holiday is observed on his regular day off.

**Section 4.** It is understood and agreed that for all Plant Operations Personnel in the Production Division as defined in Article VII (B) Section 1, who are assigned to work groups working a regular work week which includes Saturday or Sunday work, recognized holidays shall be observed on the actual holiday. Employees required to work on a recognized holiday shall receive eight (8) hours of holiday pay at their regular rate plus two (2) times their regular rate for hours worked on the actual holiday. An employee shall receive an extra day's pay for the week in which a holiday occurs on his regular day off. No one within the work group shall be eligible for any holiday pay consideration for days which are not actual recognized holidays but are observed on another day.

## **ARTICLE 10 Excused Absence**

**Section 1.** Jury Duty Leave - An employee may receive leave with pay when required to serve on a jury when the hours of such jury duty conflict with his/her work hours.

**Section 2.** Funeral of Fellow Employee - If an employee attends the funeral of a fellow employee or serves as a pallbearer for a member of a fellow employee's family (as defined in paragraph H, Article XI) the City will permit him to be absent from work on a basic work day without loss of pay for whatever time may be necessary therefore, but not to exceed one (1) day. Up to six (6) employees serving as pallbearers for a fellow employee will be granted the entire day of the funeral off without loss of pay. A sufficient on duty workforce shall be maintained during the funeral of a fellow employee as determined by the City. The benefits of this Section shall not apply during vacation, sick leave or any other permitted absence.

**Section 3.** Bereavement Leave - In the case of death within the immediate family of a

permanent employee such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service. This leave will not be charged against the employee's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred (400) mile radius, such employee shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

**Section 4.** Personal Business Leave - Each employee will accrue on a biweekly basis twenty-four (24) hours of annual paid leave time to cover brief absences for the transaction of personal business. These absences may be permitted with the approval of the appropriate supervisor. These credits will be shown separately on the payroll leave summary list. Personal Business Leave may be accumulated, for use in successive years to a maximum of sixty (60) hours. Any employee who terminates for any reason shall be paid for any unused accumulated Personal Business Leave up to but not to exceed sixty (60) hours.

## **ARTICLE 11 Sick Leave**

Sick leave may be accumulated up to a maximum of 1040 hours. Employees with accrual balances in excess of 1040 shall retain those amounts until such time as their balances fall below the 1040 max accrual cap.

### **Section 1.** Accrual of Sick Leave Credit

- (a) All permanent full-time employees shall receive sick leave credit at the rate of eight (8) hours for each calendar month employed.
- (b) Permanent part-time employees shall accrue sick leave credit each month in proportion to the regularly scheduled work hours per day period divided by eighty (80).
- (c) Temporary employees are not eligible for sick leave benefits.

**Section 2.** Calculation of Sick Leave Credit - Employees appointed to the service on or prior to the fifteenth (15th) day of the month shall receive leave credit beginning on the first (1st) day of that month. Employees appointed subsequent to the fifteenth (15th) day of the month shall receive leave credit beginning on the first (1st) day of the succeeding month.

**Section 3.** Use of Sick Leave Credit - Sick leave credit shall accrue during an employee's initial probationary period of employment but shall not be used for payment during such employee's absence due to illness at that time. Use of accrued sick leave credit shall be allowed after successful completion of the initial probationary period in the event of a required absence from duty during scheduled work days due to the following

- (a) Sick or Disability Leave
- (b) Family Leave

(c) Maternity Leave

**Section 4.** Absence Notice - Each employee shall be required to notify his/her department head one (1) hour prior to the beginning of that employee's work shift on the first (1st day the employee requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence due to sickness shall be determined by the department head concerned subject to the approval of the Human Resources Director. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive work shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

Prior to returning to work any Operations employee who is off work due to sickness must call the Shift Supervisor, or person on duty, eight (8) hours prior to the start of their regular shift. In the event the employee calls in less than eight (8) hours before their regular shift begins, that employee will not be allowed to return to work until their next regularly scheduled shift.

**Section 5.** Sick Leave During Vacation - Regular employees may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the employee were not on vacation leave and, provided further, that an attending physician's statement is furnished upon request to the recommending authority certifying that the employee was incapacitated to a degree which would have prohibited performance of normal duties.

**Section 6.** Effect of Retirement or Termination - Except as otherwise provided below, regular employees shall be paid for all accumulated sick leave credit up to a maximum of one thousand and forty (1040) hours at the employee's rate of pay at the time of termination. An employee can elect to take this payment in a lump sum or in biweekly installments until the amount of accumulated sick leave is exhausted or for a maximum period of thirteen (13) pay periods. If an employee is terminated for gross intentional job-related misconduct, the employee shall not be paid for accumulated sick leave.

**Section 7.** Family Leave - Leave time shall be allowed for the purpose of staying with immediate family members upon the occasion of disability or illness. Such leave shall be charged against sick leave accumulation.

**Section 8.** Immediate Family shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother/father, stepbrother/sister, stepchild, and half-brother/sister.

## **ARTICLE 12 Leave of Absence**

**Section 1.** Military Leave - Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred and twenty (120) hours in any Federal fiscal year. Competent

orders and sufficient prior notice must be received by the Human Resources Director in order to grant military leave. While the City recognizes the re-employment rights of the veteran, the personnel record must reflect the employee's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

**Section 2.** Leave of Absence Without Pay - Leave of absence for good cause may be granted by the City at its discretion. Request for leave of absence must be submitted in writing stating the reason therefore and the expected date of return to work, not to exceed ninety (90) days from the beginning of absence.

**Section 3.** Leave of Absence for Union Business - Any employee who may be called upon to transact business for the Union requiring his temporary absence from duty with the City shall, upon twenty-four (24) hours' notice and permission from the City, be allowed to absent himself from duty without pay, but without the loss of any length of service rights, for sufficient time to transact such business.

An employee who may be elected or appointed to an office in the Union, not to exceed one (1) term, or three (3) years, whichever is less, which election or appointment requires his absence from duty with the City, shall be granted a leave of absence and shall, upon termination of his union duties, be reinstated to his former position, including all length of service rights, providing that he is then physically qualified to return to work.

**Section 4.** Injury Leave -

An employee who is receiving temporary disability payments under the Worker's Compensation laws may, in addition thereto, at his election, receive an amount of money equal to the difference between the disability payment and his regular salary up to the amount of his accumulated sick leave credit. Deduction shall be made from the employee's accumulated sick leave credit for the amount of such additional payment.

## **ARTICLE 13 Vacations**

**Section 1.** Vacation Leave - All regular full-time employees in the municipal service shall receive vacation leave credit on a monthly basis for each calendar month including the initial probationary period. Such leave shall accrue in accordance with applicable schedules hereinafter set forth. Employees appointed to the service on or prior to the fifteenth (15th) day of the month shall receive leave credit beginning on the first (1st) day of that month. Employees appointed subsequent to the fifteenth (15th) day of the month shall receive leave credit beginning at the first (1st) day of the succeeding month. Regular part-time employees shall receive vacation leave on a proportional basis to their work schedule.

**Section 2.** Schedule of Vacation Accrual

(a) All regular full-time employees shall accrue annual vacation leave at the rate per month so the following schedule holds true for continuous full-time service:

1. Less than sixty (60) months - eighty (80) hours

2. Sixty (60) to one hundred twenty (120) months - one hundred twenty (120) hours
  3. One hundred twenty (120) months to one hundred eighty (180) months - one hundred sixty (160) hours
  4. One hundred eighty (180) months and over - two hundred (200) hours
- (b) All regular part-time employees shall accrue annual vacation leave credit on a proportional basis to the schedule above. The basis for accrual shall be the ratio of the employee's regularly scheduled work hours per day period divided by eighty (80).
- (c) Temporary employees are not eligible for vacation leave.

**Section 3.** Accumulation of Vacation Leave - Employees may accumulate vacation leave credit up to two (2) times their annual entitlement. The Power & Light General Manager may extend this accumulation to a maximum of twice the amount earned in a year, based upon the needs of the service and with approval of the Human Resources Director. However, any employee exceeding this maximum accumulation must take the necessary time off the subsequent year to maintain this formula, or forfeit any accumulation above the maximum. The Human Resources Department shall formally notify employees when leave time accrued exceeds the maximum allowed.

**Section 4.** Vacation Scheduling - Each Division Manager shall schedule vacation leave for employees of their Division, respecting the wishes of the employee so far as such is compatible with the needs of the service. Vacation leave may not be taken by an employee until the employee has been in the service of the City for a continuous period of six (6) months and has been granted regular status.

Choice of vacation period shall be on the basis of length of continuous service in the Division as far as practical; however, after the senior employee in any classification has expressed his first choice of vacation period, the next senior man has his choice.

Any employee who is eligible for more than five (5) working days' vacation may split his vacation into as many as four (4) separate periods providing the vacation periods are scheduled in advance and approved by the Division Manager.

Employees may schedule up to five (5) days of their vacation credits in one (1) day increments, schedule permitting, and when the request is approved by the Division Manager.

All vacations longer than one (1) working day must be scheduled by no later than May 1 each year. Changes may be made for cause when approved by the Division Manager and the Power & Light General Manager. Vacations of one (1) working day may be scheduled at other times provided they are requested at least one (1) week in advance and will not cause business disruption

**Section 5.** Holidays Observed During Scheduled Vacation - An employee shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during

the employee's scheduled vacation.

**Section 6.** Effects of Employee's Termination - Any regular employee who separates from the service for any reason shall be paid for any unused accumulated vacation up to but not to exceed two (2) times the amount the employee is entitled to earn in the current year. Any above this will be forfeited by the employee upon termination. The Human Resources Department shall certify the amount of vacation leave to be paid. Any employee terminated during the initial probationary period shall not be entitled to pay for such vacation credit.

#### **ARTICLE 14 Meal Allowance**

**Section 1.** Employees who are required to work overtime shall be allowed reasonable time to eat meals at approximately every six (6) hours. If such overtime work was pre-scheduled eight (8) or more hours in advance for rotating shift workers or eighteen (18) or more hours in advance for all other employees, the meals shall be the responsibility of the employee as on any regular work day. If, however, the overtime is on an emergency call, allowance shall be paid for meals as follows:

(a) Meal periods shall be as follows:

1. Rotating Shifts

- Shift A- 10:00 PM, 3:00 AM, 9:00 AM, 3:00 PM.
- Shift B - 6:00 AM, 11:00 AM, 5:00 PM, 11:00 PM
- Shift C -2:00 PM, 7:00 PM, 1:00 AM, 7:00 AM

2. All Other Shifts - 6:00 AM, 12:00 Noon, 6:00 PM, 12:00 Midnight

(b) Any employee who is called out for or required to stay beyond his regular shift for two (2) or more hours of overtime work which brackets a meal period shall be granted a meal allowance at the expense of the City. Such employee shall be allowed a reasonable time to eat such meal. City paid time shall not exceed one (1) hour per meal.

(c) The allowance for meals shall be thirteen dollars (\$13.00) per meal for all meals.

(d) An employee (or an entire crew if applicable) who is entitled to a meal at the end of overtime work, may elect to stop work and take one (1) hour pay at the applicable overtime rate in lieu of eating the meal on paid time. The meal allowance would still be paid in this case.

#### **ARTICLE 15 General Provisions**

**Section 1.** Supervisory personnel will not perform bargaining unit work except in emergencies to protect life or property or when failure to perform such work would result in the disruption of service or to train bargaining unit employees.



**Section 2.** Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform related work or attend safety, training, or other similar meetings.

For line crews, meter shop personnel, meter reading personnel and production personnel, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workmen getting wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- (d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.
- (e) No extended aerial work shall begin until the temperature has risen above ten degrees (10°) Fahrenheit.

For warehouse personnel, garage personnel and personnel assigned to turn on or turn off service, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amounts to get wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.

In situations where employees are working in different localities, performing substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the employees will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to maintain service to the public. It is understood that the foreman and the employees will cooperate in the application of the above general principle.

**Section 3.** Replacement of Tools - Linemen and Heavy Equipment Mechanics

- (a) The replacement program for belts, climbers, canvas bags and hand tools requires an inspection of all such equipment owned and used on the job by linemen and apprentice linemen, at the time of their employment or advancement to the classification. This inspection is made by a supervisor and the Safety & Training Specialist.

- (b) Any belts, climbers, canvas bags or hand tools found by the inspection to be defective or unsafe will be replaced by the employee. A record will be made certifying that the employee has equipped himself with a complete outfit of required and approved belts, climbers and hand tools.
- (c) After the completion of the initial inspection and certification that belts, climbers, canvas bags and hand tools are safe, the employee will replace all such equipment lost by him, and the City will replace all such equipment certified as having been worn out or broken on the job. The employee shall turn in broken or worn out tools when requesting replacement of same.
- (d) The City will replace the same kind of belts, climbers, and canvas bags originally owned by the employee.
- (e) This replacement program applies to the following equipment for linemen: belts, gut straps or suspenders, canvas bags, climbers, adjustable wrenches, skinning knife, eight inch (8") square blade screwdriver, six inch (6') rule, hammer (including new handles), wire cutters, speed wrenches and any other hand tools that may be determined by the Section Superintendent as necessary.
- (f) Linemen, meter shop personnel and power plant employees shall be furnished leather work gloves by the City, provided that the City's obligation to supply shall not be more than four (4) pairs a year to linemen and meter shop personnel and one (1) pair a year to power plant employees with the following exception: Power plant workers may be issued replacement gloves if the original issue of worn out or damaged gloves is returned.
- (g) Each apprentice lineman shall be required to equip himself with a new and complete outfit of required belts, climber's canvas bags and hand tools before starting work in the classification.
- (h) Each Heavy Equipment Mechanic shall be required to equip himself with a complete outfit of required tools. The employee shall replace all tools lost by him, and the City will replace all such tools certified as having been worn out or broken on the job. The employee shall turn in broken or worn out tools when requesting replacement of same. The City will replace the same kind of tools originally owned by the employee.
- (i) The City will replace any item of equipment listed above as being required of an employee for the performance of the employee's job when such item is stolen, subject to the following conditions:
  - 1. Each item is listed on a written inventory maintained by the City, which inventory gives a description of the item and its value.
  - 2. Each item is marked with information sufficient to identify the owner.
  - 3. The stolen items were secured in a location provided by the City for that purpose.

Items which are stolen when left overnight in City or personal vehicles that are not in use shall not be replaced.

4. A police report is made. A finding of forced entry must be made before Heavy Equipment Mechanic's tools will be replaced.

**Section 4.** Voting - When an employee's work schedule, either regular or emergency, does not leave available three (3) consecutive hours during voting hours for the purpose of voting at all state, county, city and national elections, then the employer shall allow time off, with pay, during the tour of duty as is necessary for such purposes.

**Section 5.** Safe Working Conditions

- (a) The APPA Safety Manual will be used as the Department's safety manual. Any variances, additions or other modifications to safety rules or safety practices will be reviewed by the Safety Steering Committee for consideration and recommendation to the Power & Light General Manager. The Power & Light General Manager shall either modify, adopt or reject any recommendation within thirty (30) days of receipt and shall notify the Union of the decision within ten (10) days. The Safety Steering Committee shall consist of four (4) employees appointed by the Power & Light General Manager and four (4) employees appointed by the Business Representative at least one (1) of whom works in the Transmission & Distribution Division and at least one (1) of whom works in Production Division.
- (b) Monthly safety meetings will be held among the employees by work groups for the purpose of instruction in safe practices.
- (c) The City shall provide an annual safety shoe allowance of two hundred dollars (\$200.00) for Lineman and one hundred twenty five dollars (\$125.00) for all other positions that require such safety shoes. The allowance will be provided when shoes are replaced and are presented as evidence. Employees shall be responsible for procuring and maintaining appropriate footwear. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

The City will furnish adequate protective equipment for employees when working on live lines or exposed to contact with live electrical equipment, and all other safety equipment reasonably necessary for the protection of employee, and the Union agrees that the employees will make full use thereof. The City shall also set a regularly scheduled inspection and testing for all rubber goods and safety equipment in accordance with accepted rules as provided by the National Safety Council.

- (d) If for reasons of maintaining service to the public or in cases of emergencies to protect life or property, it is necessary to perform work on the Boiler Drum Level during periods of abnormal heat, two (2) employees shall perform such work and shall be rotated to ensure their safety and well-being.
- (e) Equipment deemed by the Safety Steering Committee to be unsafe shall be replaced or

removed from service until repaired. If a dispute arises on the safe condition of a piece of equipment, the question shall be referred to the Power & Light General Manager for final disposition.

- (f) For employees who are required to wear safety glasses on a regular basis, the City shall continue its existing program of reimbursing employees for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed two hundred dollars (\$200.00) annually. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the annual cap.
- (g) The employees and the City at all times agree to observe the safety rules and regulations and any other safety requirements of the Department and to adhere to instruction regarding the safe performance of work.
- (h) A copy of each Employee Accident Report shall be made available to the Union upon request.

**Section 6.** The Union Business Manager, or his designated representative in writing, if an employee of the City, will be permitted to be absent from work on a basic work day without loss of pay for the time necessarily consumed in meetings with authorized representatives of the City in connection with Step 1 and Step 2 of the grievance procedure and for the purpose of attending meetings of the Safety Steering Committee, and for time necessarily consumed in traveling to and from such meetings.

Those employees designated by the Union Business Manager as members of the Union negotiating committee shall be permitted to be absent from work without loss of pay to attend negotiating sessions for this Memorandum of Agreement when Such meetings are held on City premises.

**Section 7.** Employees in the bargaining unit shall be paid biweekly on Friday for all hours worked during the biweekly pay period ending the previous Saturday 12:00 Midnight. In the event a holiday falls on the basic payday, payment shall be made the preceding work day.

**Section 8.** Reporting for Work - All employees, when working their regular shift, shall report for work and quit at the end of such day's work at their respective designated reporting location.

**Section 9.** Rest Breaks - Employees (excluding those who work a straight eight (8) hour shift with no lunch break) will be allowed not to exceed two (2) fifteen (15) minute rest breaks per normal working day.

**Section 10.** Clean Up Time - At the end of the work day Power Plant Maintenance and Fuel Handling personnel shall be allowed twenty (20) minutes for cleaning up prior to clocking out.

**Section 11.** Payment of Shift Premium - For employees whose shift is temporarily changed, shift premium will apply to hours outside the normal day shift hours.

**Section 12.** Rest Period Following Emergency Call-Out - Employees working in classifications, which require one (1) normal shift who are scheduled for overtime or called out for emergency duty within the eight (8) hour period prior to their regular shift shall be entitled to a

rest period equal to the number of hours of scheduled overtime or emergency duty worked at no loss of pay, at the beginning of such regular shift. Provided that if the employee performs such work only during six (6) hours preceding his regular shift and works into his regular shift, he will be granted equal time off with no loss of pay immediately prior to the end of his regular shift.

Employees who are required to work sixteen (16) consecutive hours shall be entitled to a rest period of eight (8) hours and shall receive pay for such eight (8) hour period at their applicable straight time rate. Employees shall not be required to work more than sixteen (16) consecutive hours.

Employees working in classifications which normally require multiple shifts who work overtime within the eight (8) hour period prior to their regular shift, shall receive one (1) hour's pay at the applicable straight time rate for each hour worked within the eight (8) hour period prior to their regular shift in lieu of a rest period.

No rest period will be paid on non-work Holidays or other non-work days provided employees have a minimum of eight (8) hour break before their next regularly scheduled work day.

**Section 13.** Light Duty Work - An employee who has been injured on duty but has been released by the City physician to perform light duty work shall be given light duty work as determined by the City at his regular rate of pay.

When forty hours (40) of paid benefits are exhausted by a regular employee who has sustained an off the job injury, said employee may request to return to light duty status. Such forty (40) hours paid benefits shall be charged to sick leave and/or personal business. If the employee has exhausted all sick leave benefits and personal business, he/she may charge such forty (40) hours to accrued vacation or be off without pay.

Upon request to return an employee to light duty, management shall forward descriptions of light duty work to the City physician. The City physician shall determine if the employee is capable of performing the light duty work. If the City physician determines that the employee is not capable of performing, the employee shall not be returned to work under this provision.

Light duties shall continue until such time that release from the City physician to perform regular duties is given or the City physician determines the employee has permanent disability.

**Section 14.** The City shall pay the difference in cost between a regular driver's license and the cost of the Commercial Drivers License for those employees required to have such.

**Section 15.** The Utility shall furnish 15 pants and 15 shirts to employees in the following positions: Power Plant Operator I, Power Plant Operator II, Power Plant Operator III, Instrument / Pneumatics Technician, Utility Maintenance Worker in Production Division and Power Plant General Utility Worker. Uniforms for Utility Meter Readers and Utility Field Service Workers shall be as provided for in Exhibits "D" and "E". The Utility otherwise shall furnish uniforms (11 Pants and 11 Shirts) to all employees except System Operators, Dispatchers, Warehouse Clerk, Meter Records Clerk, GIS/CAD Technicians, Engineering Technician III, Utility Data.

Specialists, Utility Property Accountants, Utility Support Clerks, Utility Support Specialists,

District Planners and Division Administrative Specialists. The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules. Employees may not wear non-issued soft hats and shirts when on duty unless expressly approved by management personnel from time to time.

All bargaining unit personnel within the Transmission & Distribution Department (T&D) in the classifications of Apprentice Lineman, Apprentice Meterman, Crew Leader Working, Electronics Technician, Inspector/Laborer, Journeyman Lineman, Journeyman Meterman, Meter Forman Working, Meter Serviceman, Meter Service Repairman, Relay Technician, Senior Electronics Technician, Substation Foreman Working, Substation Lineman, and Troublemaker shall be supplied an annual Flame Retardant (FR) clothing allowance of \$1200 at hire, with a yearly allowance of \$750 each year thereafter on July 1 each year. Employees may roll over up to \$250 per year, with a maximum cap of \$1000. Employees eligible for this allowance shall not receive pants and shirts from the City.

**Section 17.** Cell Phones -Each Crew Leader, Working will be provided a City cell phone.

**Section 18.** Employee Discipline.

(a) Notice of Investigation. In all cases of potential discipline, management shall notify the employee involved of the conduct or work performance at issue, and meet with the employee (and Union representative if requested) within fourteen (14) calendar days after the City first becomes aware of the circumstances giving rise to the possibility of discipline, unless reasonable diligence requires additional time for investigation.

(b) Warnings. Documented verbal warnings shall be deactivated one year after the discipline is issued, provided the employee had not received additional discipline during the intervening period. Written warnings shall be deactivated two years after the discipline is issued, provided the employee has not received additional discipline during the intervening period. Deactivated discipline shall not be considered when setting the appropriate level of discipline, but remains relevant when determining whether an employee was aware of the City's expectations in any particular area.

(c) Suspension. No suspension without pay shall commence until management has completed its investigation into the incident or issue in question, which shall include providing the employee with information about the allegations against him or her, and an opportunity to tell his or her side of the story. If a single or multi-day suspension is assessed to an employee assigned to a twelve-hour shift, such suspension shall be served as eight (8) hours equals one (1) day.

**Section 19.** Pole Replacement

IPL line crews doing pole replacement work shall not be responsible for transferring the equipment of non-IPL entities to the new pole.

**Section 20.** Communications Shop Work Assignments. Any time a Communications Shop worker will be performing work in the direct line of traffic, management will assure there are two

employees assigned and present on the job.

## **ARTICLE 16 Insurance**

**Section 1.** The City shall offer all employees of the bargaining unit the insurance and hospitalization program available to other employees of the City on the same terms and conditions.

**Section 2.** Employees of the bargaining unit shall have the option of obtaining any additional coverage available under any such program upon the payment of an additional premium through payroll deduction.

## **ARTICLE 17 Workers' Compensation**

The parties acknowledge that the City's Workers' Compensation program operated in compliance with the Workers' Compensation Act applies to all employees covered under this Agreement.

## **ARTICLE 18 Retirement**

LAGERS - All employees covered herein are members of the Local Government Employees Retirement System, "LAGERS," as set out in the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein, with one hundred percent (100%) prior service credit for each member beginning with the date of his employment with the City.

## **ARTICLE 19 Longevity Pay**

During the term of this Agreement, bargaining unit members will receive an annual adjustment to their base wage rate known as a Longevity Pay adjustment. The Longevity Pay adjustment shall be equal to one-half percent (.5%) of the employee's base pay. Longevity pay shall be calculated as follows:  $[\text{base pay}] \times .005 = [\text{longevity increase}]$ . Under this approach, each year's longevity increase shall be added to the employee's total base pay. .

## **ARTICLE 20 Contracting Work**

The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, repair or extension of the electric system. The Utility agrees, however, that it will not contract any work which is customarily done by its regular employees if as a result thereof it would be necessary to lay off any such employee.

## **ARTICLE 21 Grievance Procedure**

**Section 1.** The purpose of this Article is to (a) provide the opportunity for discussion of any request or complaint and (b) to establish procedures for the processing and settlement of grievances.

**Section 2.** Definitions of a Grievance - A grievance is any of the following:

- (a) A complaint regarding working conditions as set under the terms of this Agreement.
- (b) The alleged unjust application of the rules and regulations of the Department.

(a) The alleged unjust application or interpretation of the terms of this Agreement.

**Section 3.** The City affirmatively denies that there is a right to strike and there shall be no strike, lockout, work stoppage, slowdown or other interruption or impeding of normal operation on account of any grievance, but the matter shall be settled properly in the following manner:

Step 1. Any employee having a grievance should first discuss it with his Union Steward. If the grievance cannot be resolved, the employee and the Union Steward will discuss it thoroughly with the immediate supervisor. The employee and the Union Steward must have such discussion with the immediate supervisor within ten (10) days of the date that the action complained of was known, or reasonably should have been known, to the employee.

Step 2. If a satisfactory settlement of the grievance cannot be reached, or if an answer is not given by the immediate supervisor by the end of three (3) calendar days, the grievance shall be put into writing by the employee aggrieved, dated and signed by him, then presented to the Division Manager. The Union Steward, the immediate supervisor, and the division head shall make every effort to settle the grievance at this level.

Step 3. If the grievance is not settled at Step 2, it may be submitted to the Power and Light General Manager, in writing, within ten (10) calendar days from the receipt of the Step 2 answer. The Business Manager of the Union and the Power and Light General Manager or their designated representative shall make every effort to settle the grievance which shall be answered in writing within seven (7) calendar days following submission in this step, unless such time limit is extended by mutual agreement in writing between the parties hereto.

Step 4. If the Union and Utility have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, it may be submitted to the Personnel Board of the City, as set out in Article VIII, E, 11 and F of the City's Personnel Policies and Procedures Manual. In lieu of the hearing before the Personnel Board, either party may request that the matter be arbitrated, as set in Article XXIII of this Agreement.

## **ARTICLE 22 Arbitration**

**Section 1.** Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within ten (10) calendar days following the decision of Step 4 in Article XXII above. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based, and shall set out any particular portions of this Memorandum of Agreement or the Personnel Policies and Procedures Manual, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate or notice to submit the matter to the City Personnel Board pursuant to the City's Personnel Policies and Procedure Manual is not delivered within ten (10) calendar days, the grievance shall be deemed abandoned.

**Section 2.** Selection of Arbitrator - Within fifteen (15) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from such list, with the party not seeking arbitration having the right to strike the first name, until one (1) name remains. The remaining person shall be accepted by both parties as



the arbitrator to hear and decide the dispute. Alternatively, the parties may agree to use a certain arbitrator.

**Section 3.** Compensation of Employees - Employees shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the City.

**Section 4.** Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

- (a) The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
- (b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties.
- (c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum of Agreement. The arbitrator shall have no power to establish or change any wage rates.
- (d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Memorandum of Agreement, except for the City Manager's right of review as set out in paragraph (f) below.
- (e) The arbitrator shall have discretion to reduce or raise the discipline imposed.
- (f) Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual employees shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only where the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law; or if it is made upon unlawful procedure or without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition of the case more favorable to the office or employee than the decision of the arbitrator.
- (g) The costs of the arbitrator shall be shared equally by the City and the Union.
- (h) This Article does not extend to negotiations for amendment of this Memorandum of

Agreement or for mediation of any disagreements involved in such negotiations.

### **ARTICLE 23 Expedited Grievance Procedure and Arbitration For Disputes Relating to Selection For Bid Jobs**

Any grievance arising out of the City's decision to award a Bid Job to any individual shall be filed at Step 3 of the grievance procedure prescribed in Article XXII, Section 3 within ten (10) days of the City's decision to award such Job. In the event that any grievance that arising out of the decision to award a Bid Job is not resolved in Step 3 of the grievance procedure, such matter may be submitted to expedited arbitration only as herein provided.

To invoke expedited arbitration, the Union must serve written notice of the Union's intention to arbitrate upon the City within ten (10) working days of the City's Step 3 grievance decision. Time limits concerning expedited arbitration may be changed or modified in a particular case by the express mutual agreement of the parties.

The City and Union shall attempt to have drawn up and ready for selection, a list of mutually acceptable arbitrators who may be contacted directly for an expedited arbitration. Should this not have been done, or should no arbitrator on the list be available, and should the parties within seventy-two (72) hours be unable to agree upon an arbitrator, they shall immediately contact the office of the Federal Mediation and Conciliation Service by email to request a panel of seven (7) arbitrators. The parties shall select an arbitrator from this list by alternate striking within five (5) days. The parties shall contact the arbitrator selected within three (3) days. If the arbitrator selected cannot hear the matter within thirty (30) days, the last struck arbitrator will be contacted.

The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than thirty (30) days after receipt of said notice. Any briefs shall be filed or arguments shall be made by the parties at the hearing and the decision of the arbitrator shall issue forthwith and in no event later than forty-eight (48) hours after the conclusion of the hearing. The arbitrator's written opinion will follow within thirty (30) days. The arbitrator's decision shall be subject to the provisions of Article XXIII, Section 4.

The arbitration proceedings shall be held at one of the City's facilities or such other place as designated by the arbitrator or agreed upon by the parties.

### **ARTICLE 24 Gender - Number - Tense**

When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

### **ARTICLE 25 Employee Compensation**

Power & Light Department employees covered by the provisions of this Agreement shall be paid in accordance with the hourly rates set forth in Exhibit "A" attached hereto and made a part hereof effective \_\_\_\_\_ . The hourly rates set forth in Exhibit "A" are for the normally

assigned working hours of employees and do not include overtime pay, shift differential, longevity pay, or other added compensation provided for in this Agreement.

Either party shall have the right to re-open this Agreement on an annual basis for the sole purpose of negotiating any changes to the wage schedule set out herein. Beginning no later than August 1, 2020, the parties shall enter into negotiations for wage adjustments. In no case shall the annual wage increases for 2020 be less than 1%. Base pay shall be the only portion of this Agreement open for negotiations at that time.

In addition to any negotiated general wage increase, all positions requiring employees to hold a Journeyman Lineman certification shall receive a thirty-five cent wage adjustment effective November 1, 2019 and a twenty-five cent wage increase effective November 1, 2020.

#### **ARTICLE 26 Termination Date**

This Agreement shall continue in effect until October 31, 2021, and thereafter from year to year unless either party to this Agreement gives ninety (90) days written notice prior to any yearly anniversary date thereafter, to open the Agreement for discussion on certain issues or terminate this Agreement

#### **ARTICLE 27 Successorship**

The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contract for a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

#### **ARTICLE 28 Notice**

Any notice to be given under this Memorandum of Agreement shall be given by regular mail, be completed by and at the time of mailing, and, if given by the City, be addressed to Business Manager, International Brotherhood of Electrical Workers, Local 53, 1100 Admiral Boulevard, Kansas City, Missouri 64106, and if given by the Union, be addressed to the City Manager, City of Independence, 111 East Maple, Independence, Missouri 64050 with a copy to the City Counselor at the same address. Either party may by like written notice change the address to which regular mail notice is to be given.

#### **Execution**

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

**CITY OF INDEPENDENCE, MO**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 53**

By: \_\_\_\_\_  
Zachary C. Walker, City Manager

By: \_\_\_\_\_  
Brett Stone, Business Manager

**Table A – Hours of Work**

Position Classification	1st or A Shift		2nd or B Shift		3rd or C Shift		Lunch Period
	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Begin of Shift	End of Shift	
Apprentice Lineman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Apprentice Meterman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Apprentice Power Plant Electrician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Apprentice Power Plant Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Arborist, P&L	7:00AM	3:30PM	-	-	-	-	12:00-12:30
GIS/CAD Technician	8:00AM	4:30PM	-	-	-	-	12:00-12:30
Crew Leader, Working	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Dispatcher	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Dispatcher (Relief Position) (7)	6:00AM	4:30PM	-	-	-	-	12:00-12:30
District Planner	7:00AM	3:30PM	-	-	-	-	6
Division Administrative Specialist							
- IUC	7:00AM,	4:00PM					1
- Production	7:30AM	4:00PM					6
Electronics Technician Four-Day Per Week Job	7:00AM	5:30PM	-	-	-	-	12:00-12:30
Engineering Technician III	7:00AM	3:30PM	-	-	-	-	6
Fleet Control Data Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Heavy Equipment Mechanic - P&L	7:30AM	4:00PM	-	-	3:30PM	11:30PM	½Hour(2)
Inspector/Locator	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Instrument/Pneumatics Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Inventory Clerk	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Linemen	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Mechanic/Welder	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Journeyman Meterman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Journeyman Power Plant Electrician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Journeyman Power Plant Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Laboratory Control Technician	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Lead Warehouseman (5)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Machinist/Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Meter Foreman, Working:	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Meter Records Clerk							
- Support Services (Meter Reading)	7:30AM	4:00PM	-	-	-	-	12:00-12:30
- T&D (Meter Shop)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Meter Service Repairman	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Power Plant General Utility Worker	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Power Plant Operator I (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Power Plant Operator II (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Power Plant Operator III (3)	10:00PM	6:00AM	6:00AM	2:00PM	2:00PM	10:00PM	1
Relay Technician	7:00AM	3:30PM	-	-	-	-	12:00-12:30

Position Classification	1st or A Shift		2nd or B Shift		3rd or C Shift		Lunch Period
	Begin of Shift	End of Shift	Begin of Shift	End of Shift	Begin of Shift	End of Shift	
Senior Electronics Technician Four-Day Per Week Job	7:00AM	5:30PM	-	-	-	-	12:00-12:30
Revenue Protection/Electrical Inspector	7:00 AM	3:30 PM					6
Senior Electronics Technician	7:00 AM	3:30 PM					12:00-12:30
System Operator (Relief Position) (7)	6:00AM	4:30PM	-	-	-	-	12:00-12:30
System Operator Trainee	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator I	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator II	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
System Operator III	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Senior System Operator	6:00AM	6:00PM	6:00PM	6:00AM	-	-	1
Substation Foreman, Working	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Substation Lineman	7:00AM	3:30 PM	-	-	-	-	12:00-12:30
Tool Room Mechanic	7:30AM	4:00PM	-	-	-	-	12:00-12:30
Troubleman	6:00AM	6:00PM	6:00PM	6:00AM	-	-	½ Hour (1)
Utility Data Specialist - P&L							
- Production	7:30AM	4:00PM					6
Utility Field Service Worker (4)(6)	7:30AM	4:00PM	-	-	-	-	6
Utility Maintenance Lead Worker	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Utility Maintenance Worker							
- Project Development	7:30AM	4:00PM	-	-	-	-	12:00-12:30
-T&D	7:00AM	3:30PM	-	-	-	-	12:00-12:30
- Support Services (Vehicle Maint.) (8)	-	-	10:00 AM	6:30PM	-	-	½Hour
- Support Services (Warehouse)	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Utility Meter Reader I (6)	7:30AM	4:00PM					6
Utility Property Accountant	8:00AM	5:00PM	-	-	-	-	1 Hour no set time
Utility Support Clerk	7:00AM	3:30PM	-	-	-	-	6
Utility Support Specialist	7:00AM	4:00PM	-	-	-	-	1 no set time
Warehouse Clerk	7:00AM	3:30PM	-	-	-	-	12:00-12:30
Warehouseman (5)	7:00 AM	3:30PM	-	-	-	-	5

Notes:

- (1) Lunch taken during shift.
- (2) Lunch taken during shift for 3rd Shift only
- (3) When a plant is shut down for an extended period (seven days or longer), the City may reschedule employees to work a shift from 8:00 a.m. to 4:30 p.m. with one half hour lunch.
- (4) Evening shift is governed by Exhibit E to the IBEW Agreement.

- (5) Half hour lunch between 12:00 p.m. and 1:00 p.m. so that at least one Warehousemen or Lead Warehouseman remains on duty
- (6) Half hour lunch between the hours of 11:00 AM and 1:00 PM
- (7) The normal shift for relief employees shall be four (4) ten (10) hour days per week.
- (8) 4 hours shift premium.

# EXHIBIT "A" Job Classifications and Wage Rate

## Numbers For Exhibit A

Position Classification	Numbers For Exhibit A		
	11/1/2019 1%	11/1/2020 1%	
<b>Apprentice Lineman:</b>			
L01	1st Year	37.78	38.16
L02	2nd Year	39.34	39.73
L03	3rd Year	41.18	41.59
L04	4th Year	42.83	43.26
<b>Apprentice Meterman:</b>			
L05	1st 9 Months	37.19	37.56
L06	2nd 9 Months	38.91	39.30
L07	3rd 9 Months	40.67	41.08
L08	4th 9 Months	41.97	42.39
<b>Apprentice Power Plant Electrician:</b>			
L130	1st 6 Months	36.75	37.12
L131	2nd 6 Months	38.68	39.07
L132	3rd 6 Months	40.72	41.13
L133	4th 6 Months	42.86	43.29
<b>Apprentice Power Plant Mech.:</b>			
L85	1st 6 Months	35.91	36.27
L86	2nd 6 Months	37.80	38.18
L87	3rd 6 Months	39.80	40.20
L88	4th 6 Months	41.89	42.31
L120A	Arborist - P&L	32.35	32.67
L68C	GIS/CAD Technician	42.90	43.33
L12	Crew Leader, Working	51.84	52.61
6905	CT Operator	As of 6/1/2020	
	1st 6 Months	41.64	42.06
	2nd 6 Months	44.85	45.30
L126	Division Administrative Specialist	24.91	25.16
L98	Dispatcher	40.87	41.28
<b>District Planners:</b>			
L103	District Planner I	36.04	36.40
L104	District Planner II	40.96	41.37
L105	District Planner III	45.87	46.33
L106DA	Senior District Planner	50.78	51.29
L18	Electronics Technician	46.79	47.26
L121	Engineering Technician III	27.92	28.20
L40	Fleet Control Data Technician	36.28	36.64
<b>Heavy Equipment Mechanic - P&amp;L</b>			
L82	1st Year	39.73	40.13
L83	2nd Year	41.94	42.36
L84	3rd Year	44.15	44.59
<b>Inspector/Locator:</b>			
L100	1st Year	38.50	38.89
L101	2nd Year	39.73	40.13
L102	3rd Year	42.20	42.62



L19	Instrument/Pneumatics Technician	49.12	49.61
	Instrument/Pneumatics Technician Operator	50.12	50.62
L21	Inventory Clerk	40.47	40.87
L22	Journeyman Linemen	47.14	47.86
L43	Journeyman Mechanic/Welder	48.65	49.14
L24J	Journeyman Meterman	45.97	46.43
L42PA	Journeyman Power Plant Electrician	46.79	47.26
	Journeyman Power Plant Electrician Operator	47.79	48.27
L48J	Journeyman Power Plant Mechanic	45.72	46.18
	Journeyman Power Plant Mechanic Operator	46.72	47.19
L30	Laboratory Control Technician	46.79	47.25
L20	Lead Warehouseman	40.17	40.57
L39	Machinist/Mechanic	48.65	49.14
L32	Meter Foreman, Working Meter Records Clerk:	51.49	52.00
L115M	1st Year	21.30	21.51
L116M	2nd Year	24.58	24.83
L117M	3rd Year	28.99	29.28
L38M	Meter Serviceman	39.61	40.01
L37M	Meter Service Repairman	43.05	43.48
L44P	Power Plant General Utility Worker	35.91	36.27
L56P	Power Plant Operator I	41.64	
L57P	Power Plant Operator II	44.85	
L58P	Power Plant Operator III	48.32	
L23R	Relay Technician	51.49	52.00
6045	Revenue Protection/Electrical Inspector	42.78	43.21
L17S	Senior Electronics Technician	49.78	50.28
L60S	Substation Foreman, Working	53.13	53.66
L61S	Substation Lineman	49.36	50.11
	System Operators:		
L107S	System Operator Trainee	31.95	32.27
L108S	System Operator I	36.86	37.23
L108S	System Operator II	41.77	42.19
L110S	System Operator III	46.69	47.16
L111S	Senior System Operator	51.59	52.11
L69T	Tool Room Mechanic	45.72	46.18
L64T	Troubleman	49.47	50.22
L125	Utility Data Specialist - P&L	23.44	23.67
L63U/M63U	Utility Field Service Worker	40.77	41.18
L65U	Utility Maintenance Lead Worker	37.78	38.16
	Utility Maintenance Worker:		
L66U	1st 6 Months	26.54	26.81
L67U	2nd 6 Months	27.94	28.22
L55U/M32U	Utility Meter Reader I	36.62	36.99

<b>L122U</b>	<b>Utility Property Accountant</b>	36.23	36.59
<b>L123U</b>	<b>Utility Support Clerk</b>	26.45	26.71
<b>L124U</b>	<b>Utility Support Specialist</b>	26.78	27.05
	<b>Warehouse Clerk:</b>		
<b>L112W</b>	1st Year	27.85	28.13
<b>L113W</b>	2nd Year	31.13	31.44
<b>L114W</b>	3rd Year	34.40	34.74
	<b>Warehouseman:</b>		
<b>L93W</b>	1st 6 Months	32.07	32.39
<b>L94W</b>	2nd 6 Months	33.61	33.95
<b>L95W</b>	3rd 6 Months	34.98	35.33
<b>L96W</b>	4th 6 Months	36.51	36.88

**EXHIBIT “B” LINES OF PROGRESSION**

**Bid Job**           Apprentice Lineman, 1st Year  
Promotes to -   Apprentice Lineman, 2nd Year  
Promotes to -   Apprentice Lineman, 3rd Year  
Promotes to -   Apprentice Lineman, 4th Year  
Promotes to -   Journeyman Lineman  
To Vacancy-    Troubleman, or  
To Vacancy-    Crew Leader, Working

**Bid Job**           Apprentice Meterman, 1st 9 mos.  
Promotes to -   Apprentice Meterman, 2nd 9 mos.  
Promotes to -   Apprentice Meterman, 3rd 9 mos.  
Promotes to -   Apprentice Meterman, 4th 9 mos.  
Promotes to -   Journeyman Meterman  
To Vacancy-    Meter Foreman, Working

**Bid Job -**        Apprentice Power Plant Electrician, 1st 6 mos.  
Promotes to -   Apprentice Power Plant Electrician, 2nd 6 mos.  
Promotes to -   Apprentice Power Plant Electrician, 3rd 6 mos.  
Promotes to -   Apprentice Power Plant Electrician, 4th 6 mos.  
Promotes to -   Journeyman Power Plant Electrician

**Bid Job**           Apprentice Power Plant Mechanic, 1st 6 mos  
Promotes to -   Apprentice Power Plant Mechanic, 2nd 6 mos.  
Promotes to -   Apprentice Power Plant Mechanic, 3rd 6 mos.  
Promotes to -   Apprentice Power Plant Mechanic, 4th 6 mos.  
Promotes to -   Journeyman Power Plant Mechanic

**Bid Job**           Electronics Technician  
To Vacancy-    Senior Electronics Technician

**Bid Job** District Planner I  
Promotes To District Planner II  
Promotes To District Planner III  
Promotes To Senior District Planner

**Bid Job** Power Plant Operator I  
To Vacancy Power Plant Operator II\*  
To Vacancy Power Plant Operator III

**Bid Job** Substation Lineman  
Promotes To Substation Foreman, Working

**Bid Job** System Operator Trainee  
Promotes To System Operator I  
Promotes To System Operator II  
Promotes To System Operator III  
Promotes To Senior System Operator

**Bid Job** Warehouseman, 1st 6 mos.  
Promotes To Warehouseman, 2nd 6 mos.  
Promotes To- Warehouseman, 3rd 6 mos.  
Promotes To Warehouseman, 4th 6 mos.  
To Vacancy Lead Warehouseman

\* Employees working in the Power Plant Operator line of progression have the right to refuse a promotion. Employees who refuse a promotion will

not be subject to discipline, and refusal of a promotion will have no effect on the employee's future opportunities for promotion.

Where all employees in the line of progression initially refuse promotion, IPL may require the qualified employee in the line of progression with the least amount of seniority to accept the promotion from Power Plant Operator II to Power Plant Operator III.

During the summer peak season, the City shall first offer temporary assignment to all qualified employees in the Plant Operator II classification for Plant Operator III openings. In the event all qualified employees in the Plant Operator II classification refuse such temporary assignment, the City may offer temporary assignment as Plant Operator III to qualified employees in the Plant Operator I classification.

## **EXHIBIT “C” BID JOB CLASSIFICATIONS**

Vacancies in the following classifications shall be bid in accordance with ARTICLE V. Section 6:

Arborist – P&L  
Apprentice Lineman  
Apprentice Meterman  
Apprentice Power Plant Mechanic  
Apprentice Power Plant Electrician  
GIS/CAD Technician  
Dispatcher  
District Planner I  
Division Administrative Specialist  
Electronics Technician Engineering Technician III  
Fleet Control Data Technician  
Heavy Equipment Mechanic - P&L  
Instrument/Pneumatics Technician  
Inventory Clerk  
Inspector/Locator  
Journeyman Mechanic/Welder  
Laboratory and Records Clerk  
Laboratory Control Technician  
Machinist/Mechanic  
Meter Records Clerk  
Meter Service Repairman  
Power Plant Electrician  
Power Plant General Utility Worker  
Power Plant Operator I  
Relay Technician  
Substation Lineman  
System Operator Trainee  
Tool Room Mechanic  
Troubleman  
Utility Data Specialist-P&L

Utility Field Service Worker  
Utility Maintenance Lead Worker  
Utility Maintenance Worker  
Utility Meter Reader I  
Utility Property Accountant  
Utility Support Clerk  
Utility Support Specialist  
Warehouse Clerk Warehouseman

## **EXHIBIT D**

### **METER READING**

**Between**

**City of Independence and**

**Local Union 53, International Brotherhood of Electrical Workers**

**and**

**Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,  
Allied Industrial and Service Workers International Union**

This Supplemental Work Agreement For Meter Reading is made and entered into as of

between the City of Independence, its successors and assigns, herein after referred to as the "City" and Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, together hereinafter referred to as the "Bargaining Unit" both representing meter readers.

The purpose of this Agreement is to set forth the special terms and conditions related to combining the Water and Power meter reading operations of the City of Independence. The Agreement defines the wages, work rules, and other special conditions of employment for meter readers.

It is the intent of the parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended. This document shall prevail over the existing agreements with Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and then the Personnel Policies and Procedures Manual of the City of Independence.

#### **Work Week**

All utility meter readers shall work a day shift, Monday through Friday as set out in Table A to the IBEW Agreement. The Department will provide prior notification for required employee meetings and training sessions.

#### **Overtime**

Overtime will be assigned on a voluntary basis when possible, but may be required when the cycle window exceeds thirty-five (35) days and no volunteers are available.

The following procedure will be followed in the assignment of overtime:

1. The initial voluntary overtime assignment will be offered on the basis of City



seniority (employee with highest City seniority receives first overtime assignment.)

2. Should the highest seniority employee refuse the overtime assignment, the assignment will be offered to the employee with the next highest seniority. The highest seniority employee then will not receive a further opportunity to work overtime until all other utility meter readers have been offered an overtime opportunity.
3. The pattern will continue on a repetitive basis during the term of this Agreement.
4. If no employee accepts a voluntary overtime assignment, the Department may require the least senior employee in the working group to take the assignment.
5. When the least senior employee has worked a mandatory overtime assignment, that employee shall not again be assigned mandatory overtime until all employees in the classification have filled a mandatory assignment. The next least senior employee shall work the next occurring mandatory assignment, and so on until all employees have worked a mandatory assignment.

#### **Reporting for Work**

All employees shall report for work and quit at the end of the day's work at the Power & Light Department's Service Center facility or other designated location.

#### **Notification of Absence**

Each utility meter reader member shall be required to notify his/her supervisor within one (1) hour before the beginning of his/her work shift on the first day such employee requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice shall be established by the employee's immediate supervisor. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

#### **Route Assignment**

Management has the right to assign meter reading routes on a rotating basis so as to assure that all Utility Meter Readers will have knowledge of all routes and for the purposes of continuously auditing the routes

#### **Transportation**

During the life of this Agreement, the City shall have the right to discontinue the use of private vehicles for meter reading work. If the City elects to cease using private vehicles, it shall provide at least thirty (30) days' advance notice to the Union and the affected employees. On the effective date of the changeover to using only City vehicles, the provisions below regarding private vehicles will become ineffective, and the City will cease providing the specified compensation. All Meter

Readers will still be required to possess an appropriate valid drivers' license.

Except as otherwise provided herein all Utility Meter Readers shall use their privately owned vehicles for transportation on the job. The following rules and regulations must be observed:

1. A private vehicle must have a current state vehicle license and must present evidence of a mechanical inspection in compliance with state statutes before authorization for use in City business. The driver is responsible for personally inspecting his/her vehicle and maintaining it in a safe condition while operating his/her vehicle for the City.
2. The employee must furnish evidence, satisfactory to the City Counselor, of the public liability and property damage insurance in the following minimum amounts:
  - \$100,000 per person
  - \$300,000 per accident
  - \$25,000 property
3. Newly hired employees are required to provide verification of the required insurance before beginning assigned duties.
4. All employees must possess an appropriate valid driver's license.

Utility Meter Readers shall be compensated at the rate of two hundred and sixty-four dollars (\$264.00) per month for the use of their private vehicle to help defray the cost of the vehicle use.

### **Designated Driving Routes**

Due to driving distances and road conditions, City vehicles and related meter reading equipment will be provided at the employee's request for employees who are assigned to read certain routes designated as "driving routes" by the City.

### **Inclement Weather**

Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. Weather instruments at the Service Center will be used to determine temperatures and wind velocities. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform related work or attend safety, training, or other similar meetings.

For meter reading personnel, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workmen getting wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- (d) When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

**Uniforms**

All employees will receive uniforms in the following initial allocation:

6	Long sleeved shirts
6	Short sleeved shirts
12	Pants (with option of 6 shorts for summer)
1	Jacket with zip-out liner
1	Coveralls, if desired
1	Winter coat

The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules.

In addition, Utility Meter Readers shall receive an annual allowance of one hundred twenty five dollars (\$125.00) for rain gear, boots, gloves, and other job-related apparel. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

After the initial allocation of uniforms, replacements will be made as needed. The laundering of uniforms is the responsibility of each individual employee.

The City will provide slip-on rubber boots for utility meter readers as needed. The rubber boots being replaced must be worn out and not usable.

**Inaccessible Meters**

Customers who have inaccessible meters must be notified that their meter cannot be read. A customer notification card should be left in the front door to:

1. Notify the customer of the reason why the meter could not be read, and
2. Request the customer to read his/her meter(s) and mail the readings to the Customer Service Division

### **Vacation**

A maximum of two (2) utility meter readers from each Bargaining Unit will be allowed off on vacation at the same time; provided, however, that when no utility meter readers are off on vacation from a Bargaining Unit, the other Bargaining Unit will be allowed up to three (3) employees off on vacation at the same time.

Insofar as choice of vacation period lies with the Bargaining Unit member, Bargaining Unit seniority shall determine the order of selections. If any Bargaining Unit member desires to change his/her selections after May 1, he/she can only select open dates.

### **Wages**

The City's agreement with Local Union 53, International Brotherhood of Electrical Workers shall serve as the basis for wages and future wage increases for Utility Meter Readers through October 31, 2021.

### **Seniority**

As of the date of this agreement, utility meter readers will maintain their seniority in their respective Bargaining Units. Should a vacancy occur, the vacancy will be filled in the bargaining unit in which the vacancy occurred. In as much as practicable, the present utility meter reader ratio of ten (10) IBEW to five (5) Steelworkers will be maintained (2 to 1). In the event the total utility meter reading staff is increased the following order will be followed: One (1) Steelworker, two (2) IBEW. In the event of a utility meter reading staff decrease all utility meter readers hired after December 1, 1994 will be laid off in the order of seniority in the Utility Meter Reader I classification. Thereafter, the order of further reduction will be two (2) IBEW and then one (1) Steelworker.

### **Term**

This Agreement shall remain in effect until October 31, 2021.

**Execution**

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

**CITY OF INDEPENDENCE, MISSOURI**

By: \_\_\_\_\_

Zachary C. Walker, City Manager

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53**

By: \_\_\_\_\_

Brett Stone, Business Manager

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By: \_\_\_\_\_

, Staff Representative

**EXHIBIT "E", SUPPLEMENTAL WORK AGREEMENT FOR  
UTILITY FIELD SERVICE WORK**

**Between**

**City of Independence**

**and**

**Local Union 53, International Brotherhood of Electrical Workers and**

**Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,  
Allied Industrial and Service Workers International Union**

This Supplemental Work Agreement For Utility Field Service Work is made and entered into as of \_\_\_\_\_ between the City of Independence, its successors and assigns, herein after referred to as the "City" and Local Union 53, International Brotherhood of Electrical Workers and Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, together hereinafter referred to as the "Bargaining Unit" both representing Utility Field Service Workers.

The purpose of this Agreement is to set forth the special terms and conditions related to combining certain of the water and power field service operations of the City of Independence. The Agreement defines the wages, work rules, and other special conditions of employment for Utility Field Service Workers.

It is the intent of the parties that all provisions of this Agreement be strictly construed and governed by the provisions of the Charter of the City of Independence, Missouri, adopted December 5, 1961, as amended. This document shall prevail over the existing agreements with Local Union 53, International Brotherhood of Electrical Workers and/or Local Union 13558, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, and then the Personnel Policies and Procedures Manual of the City of Independence.

**Work Week**

Except as provided in the next paragraph, the regular work week for Utility Field Service Worker shall be a day shift, Monday through Friday as shown on Table A attached to the IBEW Agreement dated \_\_\_\_\_

An eight (8) hour evening shift (Monday through Friday between 11:30 a.m. and 8:00 p.m. with one-half (½) hour off for lunch) shall be established for one of the Utility Field Service Workers positions. This shift shall be filled by bid as it becomes vacated. This position will be rotated in reverse seniority order when vacant, if management desires to fill it. A premium of five percent (5%) shall be paid for all hours worked on this shift.

**Overtime**

Distribution of overtime shall be distributed as equitably as practicable among the employees in the Utility Field Service Worker job classification. The following procedure will be followed for

the assignment of scheduled overtime:

1. New employees in the Utility Field Service Worker job classification will be averaged into the overtime callout list .
2. Should the .first (1st) employee on the list refuse an overtime assignment, the assignment will be offered to the next employee on the list. This pattern will continue until all employees have had the opportunity to accept an overtime assignment.
3. Thereafter, overtime will be offered to the employee with the lowest overtime hours. In each instance when an employee is offered an opportunity to work overtime and refuses the same, the hours refused will be regarded as overtime hours worked for the purpose of calculating the equity of distribution of overtime. If all employees in the job classification refuse overtime, it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City.
4. A record of all accumulated overtime hours worked and refused in the job classification will be maintained by the City and posted in the work area at the end of each pay period. Additionally, the City will post a list in the appropriate area the work day after an overtime call has been worked containing the following information:
  - (a) Who was called,
  - (b) Who was excused, and
  - (c) Who performed the work.

The listing of accumulated overtime hours shall expire on December 31 of each year. The order on the list will not change.

Call-out and scheduled overtime - when an employee is called in for work outside his/her regular scheduled work period by duly authorized person or persons, he shall receive a minimum of two (2) hours for each call-out at the overtime rate which is applicable for the day for which he is called.

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee shall receive a minimum of two (2) hours at the overtime rate, which is applicable for the day of the scheduled overtime.

Travel time - when an employee is called in for unscheduled overtime work, the employee shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.

### **Reporting for Work**

All employees shall report for work and quit at the end of the day's work at the Power & Light Department's Service Center facility or other designated location. Employees will pick up assigned vehicles and supplies at locations designated by the Power & Light Department Director from time to time.

### **Notification of Absence**

Each Utility Field Service Worker shall be required to notify his/her supervisor within one (1) hour before the beginning of his/her work shift on the first day such employee requests sick leave status, unless for good reason such notice cannot be given. If there is reason to believe the use of sick leave is inappropriate or when the employee is off work three (3) or more consecutive shifts due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Division Manager to submit a physician's certificate before returning to work.

### **Inclement Weather**

For Utility Field Service Workers, inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amounts to get wet.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.



**Uniforms**

A flame retardant work uniform will be provided by the City for Utility Field Service Workers. All Utility Field Service Workers will receive uniforms in the following initial allocation:

11	Long sleeved shirts
11	Pants
1	Jacket with zip-out liner
1	Coveralls, if desired
1	Winter coat

The City may issue and require employees to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules.

In addition, Utility Service workers shall receive an annual allowance of one hundred twenty five dollars (\$125.00) for rain gear, boots, gloves, and other job-related apparel. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. The total reimbursable amount shall not exceed five hundred dollars (\$500.00) during the term of this agreement.

After the initial allocation of uniforms, replacements will be made as needed. The laundering of the uniform (shirt and pants) will be provided by the City.

**Meal Allowance**

Employees who are required to work overtime shall be allowed reasonable time to eat meals at approximately every (6) hours. If such overtime work was prescheduled eighteen (18) or more hours in advance, the meals shall be the responsibility of the employee as on any regular work day. If, however, the overtime is on an emergency call, the following meal provisions shall apply:

1. Meal periods shall be as follows:  
6:00 a.m., 12:00 noon, 6:00 p.m., 12:00 midnight
2. Any employee who is called out for or required to stay beyond his regular shift for two (2) or more hours of overtime work which brackets a meal period shall be granted a meal allowance at the expense of the City. Such employee shall be allowed a reasonable time to eat such meal. City paid time shall not exceed one (1) hour per meal.
3. The allowance for meals shall be twelve dollars (\$12.00) per meal for all meals.
4. An employee who is entitled to a meal at the end of overtime work, may elect to stop work and take one (1) hour pay at one .and one-half (1½) the regular rate in

lieu of eating the meal on paid time. The meal allowance would still be paid in this case.

### **Vacation**

A maximum of one (1) Utility Field Service Worker from each Bargaining Unit will be allowed off on vacation at any time; provided, however, that when no Utility Field Service Workers are off on vacation from a Bargaining Unit, the other Bargaining Unit will be allowed up to two (2) employees off on vacation at the same time.

Insofar as choice of vacation period lies with the Bargaining Unit member, Bargaining Unit seniority shall determine the order of selections. If any Bargaining Unit member desires to change his/her selections after May 1 of any calendar year, he/she can only select open dates.

### **Wages**

The City's agreement with Local Union 53, International Brotherhood of Electrical Workers, shall serve as the basis for wages and future wage increases for Utility Field Service Workers through October 31, 2021.

### **Seniority**

Utility Field Service Workers will maintain their seniority in their respective Bargaining Units. Should a vacancy occur, the vacancy will be filled in the bargaining unit in which the vacancy occurred. In as much as practicable, the present ratio of three (3) IBEW to three (3) Steelworkers will be maintained (1 to 1). In the event the total Utility Field Service Workers is increased, the following order will be followed: One (1) Steelworker, one (1) IBEW. In the event of a staff decrease, all Utility Field Service Workers hired after November 1, 2009 will be laid off in the order of seniority in the Utility Field Service Worker classification. Thereafter, the order of further reduction will be one (1) Steelworker and then one (1) IBEW.

This Agreement shall remain in effect until October 31, 2021.

**Execution**

IN WIINESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

**CITY OF INDEPENDENCE, MISSOURI**

By: \_\_\_\_\_

Zachary C. Walker, City Manager

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 53**

By: \_\_\_\_\_

Brett Stone, Business Manager

**UNITED STEEL, PAPER, AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

By: \_\_\_\_\_

Jesse Miller, Jr., Staff Representative

