

# **WORK AGREEMENT**

**Between**

**CITY OF INDEPENDENCE, MISSOURI**

**And**

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

**Water Pollution Control Bargaining Unit**

**Effective July 1, 2020 through June 30, 2023**  
**Approved by the Council: \_\_\_\_\_ as Ordinance # \_\_\_\_\_**

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## **ARTICLE 1. PURPOSE**

1.1 This Work Agreement, by and between the City of Independence, Missouri (hereinafter referred to as the "City") and Local Union 53 of the International Brotherhood of Electrical Workers, affiliated with the A.F.L. – C.I.O. (hereinafter referred to as the "Union" or IBEW-WPC) is for the purpose of defining their respective rights, duties and obligations concerning the terms and conditions of employment, rates of pay, establishing an equitable and peaceful procedure for the resolution of differences, and furthering the harmonious relations between the City and the Union.

1.2 The parties agree that there shall be no discrimination because of race, disability, creed, sex, sexual orientation, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of the agreement shall apply to all members of the bargaining unit without discrimination.

1.3 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 2. RECOGNITION**

2.1 The City recognizes the Union as the sole and exclusive bargaining agent of all members in the IBEW-WPC bargaining unit, as described in the State Board of Mediation certification (Public Case No. R 2012-022).

2.2 Each bargaining unit member shall at all times have a regular assigned job classification. The job descriptions in place as of the effective date of this Work Agreement shall be the job descriptions for the members of the bargaining unit. Should the City find it necessary to create a new classification or change an existing classification within the bargaining unit the City and the Union will meet and confer regarding the qualifications (which will include: education; experience; knowledge; skills; and, abilities), job content, and wage rate for such newly created or changed classification(s). If the parties cannot agree upon the proposed new or revised job description the issue shall be subject to the grievance process in Article 15 and be submitted at Step 3.2. In the case of a newly created job description the City's last proposed job description prior to going to the grievance process may be implemented until the decision is rendered.

## **ARTICLE 3. MANAGEMENT RIGHTS**

3.1 Except to the extent specifically abridged by a specific provision of this Agreement, the City reserves and retains all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous agreement with the Union.

3.2 Without limiting the generality of the foregoing, the rights of management which are not abridged by this Agreement include, but are not limited to, the right to direct, employ, schedule, promote, transfer, demote, discipline, and for just cause discharge bargaining unit members in the interest of good service and proper conduct of the City.

3.3 The City's failure to exercise a management right shall not be considered a waiver of the City's right to exercise such management right. The City's exercise of a management right in a particular way, shall not preclude the City from exercising the same management right in some other way not in conflict with the express provisions of this Work Agreement.

3.4 The Union agrees to encourage its members, individually and collectively, to perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from damage; and to cooperate with the City in improving the ability and efficiency of the bargaining unit members, and thereby make the service of the City more desirable, economical, and attractive to the public.

## **ARTICLE 4. SERVICE INTERRUPTION**

4.1 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 bargaining unit members 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 a bargaining unit member or members, it will discourage said acts.

4.2 It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any bargaining unit member 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 bargaining unit member is engaged in participating or encouraging any violation of the provisions hereof.

## **ARTICLE 5. RULES AND REGULATIONS**

5.1 The Union and its members recognize that the City has the exclusive right to manage and direct the department. Accordingly, the City specifically reserves the

exclusive right to formulate department policy, rules, and regulations, except that no rule, regulation, or policy shall be formulated, changed, or modified in a manner contrary to the provisions of this Work Agreement.

## **ARTICLE 6. UNION ACTIVITIES**

6.1 The City recognizes the responsibility and authority of the Union Business Manager to represent the members. The City agrees to provide copies of any rules affecting members' working conditions to the Union Business Manager upon request. The City will meet and confer with the Union Business Manager regarding such rules and other matters affecting this Work Agreement. Additionally, where there are revisions to existing department policy manuals, or where there is development of new department policy manuals or department employee handbooks that affect bargaining unit members working conditions, a copy of the proposed rules will be provided to the Union Business Manager at least twenty (20) calendar days prior to their effective date of implementation. The City agrees to permit the Union Business Manager to have reasonable access to members in the department's non-restricted areas.

6.2 No bargaining unit member will be subject to differing terms and conditions of employment on account of his/her membership in the Union or performance as a steward or chief steward.

6.3 The City recognizes the right of the Union to have not more than five (5) job stewards, one of whom shall be the chief steward, and one (1) alternate steward. The Union agrees to notify the Human Resources Director, with a copy to the department director, of the names of job stewards. Said stewards shall, upon approval of their supervisor(s), be permitted to be absent from their jobs without loss of pay to attend disciplinary and grievance hearings. Stewards shall, upon prior written approval of the department director, or his/her designee, be permitted to be absent without loss of pay for up to one hundred and thirty-five (135) hours, in the aggregate, in each fiscal year. Hours not used during a fiscal year may be accumulated and added to the hours during the fiscal year negotiations occur for a new Work Agreement, but the total hours shall not exceed two hundred and fifty (250) hours during the fiscal year of negotiations for a new Work Agreement. Requests for time to conduct union business or to attend union training and seminars shall be submitted in writing and answered by the department director within forty-eight (48) hours.

The City agrees to notify the Union of each new bargaining unit member hired into a bargaining unit position and to allow the chief steward, or his designee, thirty (30) minutes without loss of pay with each such bargaining unit member within the first thirty (30) days of such bargaining unit member's employment.

6.4 The City shall advise a member of his/her right to union representation before any meeting or interview which may involve discipline and, if union representation is

requested, shall reasonably delay that meeting or interview until a steward can be present. The meeting shall occur as soon as a steward can be made available.

6.5 The City shall provide a bulletin board in an area accessible to all members for the purpose of posting Union notices and other relevant information.

6.6 The bargaining unit member, with or without a Water Pollution Control union steward, may examine his/her personnel file in the Human Resources Department if the bargaining unit member so requests in writing. Material placed into the bargaining unit member's file relating to job performance or personal character shall be brought to the attention of the member. Within 10 calendar days after receipt of the material, the bargaining unit member may submit a written challenge to the propriety of including such material in the file. The bargaining unit member shall have the right to insert documentation into his/her personnel file providing such documentation is relevant to the challenge and authorized by the Human Resources Director.

Unauthorized persons shall not have access to bargaining unit members' files or other personal data relating to their employment.

6.7 Bargaining unit members shall receive a copy of their performance reviews at the time they meet with the supervisor and be given an opportunity to submit written comments thereon for their personnel files. The comments must be submitted within five (5) working days to be eligible for placement in the bargaining unit member's personnel file. Performance reviews will be conducted within thirty (30) days of the bargaining unit member's anniversary date for such reviews.

## **ARTICLE 7. PAYROLL DEDUCTION**

7.1 During the term of this Agreement, the City agrees to deduct from the bargaining unit member's wages initiation fees and dues as directed and authorized in writing by the bargaining unit member. Authorization for such deductions shall remain in force until revoked by written notice from the bargaining unit member not less than thirty (30) days prior to the date the bargaining unit member 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.

## **ARTICLE 8. WORK HOURS**

### **8.1 Work Week**

(a) Except as specified in paragraph (b) the standard work week for bargaining unit members will consist of five (5) consecutive work days Monday through Friday.

(b) Treatment Plant Operator I's will work Sunday through Wednesday or Wednesday through Saturday, ten (10) hour shifts (6:00am-4:00pm and 6:00pm-4:00am).

Treatment Plant Operator II's will work Monday through Friday, eight (8) hour shifts (7:00am-3:30pm and 11:00pm-7:30am). These shifts may change if mutually agreed upon under special circumstances.

(c) Bargaining unit members shall be given at least four (4) work days notice when assigned to a different shift. If such notice is not given, the reassigned bargaining unit member shall receive one and one-half (1 ½) times their regular rate of pay for the first day worked on the new shift.

## 8.2 Work Day

(a) The standard work day for all bargaining unit members will be eight (8) consecutive hours, except for a one-half (1/2) hour unpaid break for lunch.

(b) Work performed in excess of eight (8) hours on a scheduled work day will be paid at the rate of one and one-half (1½) times the regular rate.

(c) Work performed on holidays observed by the City, will be paid at one and one-half (1½) times the bargaining unit member's regular rate of pay.

(d) Employees working on the afternoon or night shifts shall receive a five percent (5%) shift differential.

(e) To the extent allowed by the work assignment bargaining unit members will be provided up to twenty (20) minutes at the end of the shift for personal hygiene.

(f) If a member is required to work on a seventh (7<sup>th</sup>) consecutive day, he/she will be paid at the double time rate.

8.3 Bargaining unit members in the treatment plant operations will have an opportunity to bid their shifts annually. Any shift changes will become effective in the first pay period of September. Shift assignments shall be awarded based on seniority within the job classification. If a vacancy should occur and be filled during the first six months of the shift assignment period there will be a semi-annual opportunity to bid shifts for the balance of the period. Assignments to the new shifts will be made when the new personnel are qualified to work the assigned shift.

8.4 Work breaks will consist of one (1) thirty (30) minute lunch break which will be considered the bargaining unit member's own time and two (2) fifteen (15) minute rest periods. When a bargaining unit member is not provided the lunch break he/she shall be compensated at one and one-half (1 ½) times their normal rate of pay for the additional thirty (30) minutes worked.

8.5 Bargaining unit members shall not be forced, required, or allowed to work in excess of sixteen (16) hours in any given twenty-four (24) hour period. A minimum of eight (8) hours shall be required off before returning to duty. At no time will bargaining unit

members be forced to use authorized leave to cover rest period (minimum eight (8) hours off). The rest period will be paid at the applicable rate if it falls within the member's regularly scheduled hours.

This rule may be suspended if: The City declares a state of urgency out of concern for public health environment, or City assets, and requires personnel to stay or come in as needed. Such a declaration shall be made by a department supervisor at the division superintendent level or higher. Any employee who works more than sixteen consecutive hours shall be paid at two times their regular rate for all hours in excess of sixteen.

8.6 Overtime will be offered to the most senior bargaining unit member using the following distribution system:

### **SEWER MAINTENANCE**

1. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

2. For overtime work, which requires special qualifications within the crews listed below, the most senior currently qualified bargaining unit member on the overtime list will be given first preference. Bargaining unit members shall be placed on the overtime list by seniority within their classification. Prior to forcing bargaining unit members to work overtime the overtime may be offered to the most senior qualified bargaining unit member from other crews. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted by crew.

- (a) Sanitary Construction
- (b) Sanitary Cleaning
- (c) Storm Water Construction
- (d) Storm Water Cleaning
- (e) Surveillance & Analysis
- (f) TV Crew

### **TREATMENT PLANT OPERATIONS**

1. First offered to the on-shift treatment plant operator to work the next shift. If declined, then offered to split the shift between the current on-shift treatment plant operator and the treatment plant operator scheduled for the following shift.

2. All bargaining unit members within the appropriate classification will be listed on a rotating overtime lists. Bargaining unit members will be offered overtime within the appropriate classification where the overtime exists. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted. The City will update and post the list as deemed necessary.

3. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

4. At the end of each calendar year a new overtime list shall be created and shall be based on seniority.

### **ENVIRONMENTAL**

1. In the event a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

2. All qualified bargaining unit members within the appropriate classification will be listed on a rotating overtime list. Bargaining unit members will be offered overtime within the appropriate classification where the overtime exists. The City may force the low senior qualified bargaining unit member on the appropriate overtime list to work the required overtime after the list has been exhausted. The City will update and post the list as deemed necessary.

- (a) Environmental Specialist
- (b) Environmental Technician

3. At the end of each calendar year a new overtime list shall be created and shall be based on seniority.

### **OVERTIME DISTRIBUTION (General)**

1. Bargaining unit members being placed on an overtime list for the first time, or after changing jobs or classifications will be placed at the bottom of the appropriate overtime list.

2. While subject to the grievance process, when the appropriate bargaining unit member on the overtime list is not called through the fault of the City the missed bargaining unit member shall be compensated at the appropriate overtime rate for the number of hours worked by the bargaining unit member who was erroneously called.

3. Bargaining unit members on family leave, vacation, or personal business will be considered as available for contact for overtime prior to forcing other bargaining unit members to work overtime.

4. When an employee calls in for leave less than 24 hours in advance (SL, VA, etc.) and another operator needs to be called in to cover a shift or if an Operator needs to call someone in for by-passes, samples, etc. and it's less than two hours prior to the start of the next shift the TREATMENT PLANT OPERATIONS Overtime Procedure (above) should be followed. If an Operator needs to call someone in for by-passes, samples, etc. and it's more than two hours prior to the start of the next shift then the operator on duty should follow Section 8.8 of this agreement.

8.7 One (1) hour of pay at straight time will be given a bargaining unit member for each twenty-four (24) hours he/she is on standby. Hours reported for standby shall not be used in the calculation of total hours worked for purposes of determining overtime. This provision will not apply for snow removal standby, which is paid under the provisions of Article 9.

#### 8.8

(a) If a member is called in to work when he/she is not scheduled to work, the member will be given two (2) hours pay at the overtime rate as "call-in pay". If the member completes the task(s) for which he was called in before the two (2) hours elapse, the member may leave work, with supervisor approval, without forfeiting any part of the call-in pay. But, if the member does leave work before two (2) hours elapse, he may be required to return at any time during the two (2) hour period without additional pay. After two (2) hours elapse, hours worked outside a scheduled shift shall be paid at the overtime rate. When a member's scheduled shift begins before the two (2) hour period elapse, he/she shall receive call-in pay, but shall not receive any other pay for hours worked until that two (2) hour period has elapsed. Time begins when the member is contacted and asked to report to work. The maximum allowable time for compensated travel from the contact location to the reporting site is thirty (30) minutes. Hours reported for call in shall not be used in the calculation of total hours worked for purposes of determining overtime.

(b) If a Treatment Plant Operations employee is contacted at home by a supervisor and can satisfactorily address an operational issue over the phone, this constitutes eligibility for call-in pay, so long as there is documentation to support the validity of the need for the call and the sufficiency of the given answer.

8.9 As long as it is allowed by the Fair Labor Standards Act (FLSA) and subject to the approval of the department director, the bargaining unit members may request compensatory time in-lieu of overtime compensation. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed shall not be

granted in increments of less than the total overtime hours worked. Accrued compensatory time shall not exceed one hundred sixty (160) hours.

8.10 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, the current 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 regular basis.

8.11 Any work group desiring to go to a four (4) day, ten (10) hour work week may do so if mutually agreed upon by both parties.

## **ARTICLE 9. SNOW REMOVAL**

### 9.1

(a) Bargaining unit members who are working during snow removal, when sent home prior to the conclusion of the regular work shift or who are delayed their regular start time will be compensated for the regular time lost.

(b) When snow removal operations have discontinued bargaining unit members will not be required to return to their regular work shift until twelve (12) hours following the end of their snow removal shift.

(c) Bargaining unit members will not be held over more than two (2) hours following their twelve (12) hour snow removal shift for purposes of completing the snow removal operations. The City retains the right to determine whether to call in the next shift or complete the snow removal operations after the start of the next regular work shift.

9.2 Bargaining unit members who are assigned to snow removal shift will receive four (4) hours straight time per week standby time for the time they are on call. Bargaining unit members will be paid during the period from November 25th or the first snowfall, whichever comes first, through March 15th each year. Bargaining unit members on snow removal standby will not be entitled to call-in compensation if called-in for snow removal.

9.3 Untrained personnel who have no knowledge of snow removal will be granted one-half (1/2) of regular shift to work with trained snow removal personnel to learn snow removal procedures. If deemed bargaining unit member(s) cannot do the job they have a right to have a Steward present to be retested.

9.4 Holiday Pay for bargaining unit members required to work snow removal on a

holiday shall receive eight (8) hours of pay at the bargaining unit member's regular rate of pay, plus one and one-half (1-1/2) times the regular rate of pay for the actual hours worked on the holiday.

9.5 As long as it is allowed by the Fair Labor Standards Act (FLSA) the bargaining unit members may request and be granted compensatory time in-lieu of overtime compensation. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed may be granted in increments of less than the total overtime hours worked. Such authorization for earning compensatory time instead of overtime is subject to the approval of the department director.

## **ARTICLE 10. SAFETY**

10.1 There will be a Joint Union/Management Safety Board, hereinafter called "Safety Board", which is advisory to the Department Director. The Safety Board shall meet regularly, as necessary, and shall be comprised of the following members: The Department's Safety Officer, who shall be the Chairperson of the Board; not to exceed three (3) additional persons appointed by the Department Director; and not to exceed four (4) bargaining unit members appointed by the Union. In scheduling meetings the Safety Officer will give due consideration of the department's need to provide continuity of service. This safety Board shall consider health and safety matters relating to all employees in the Water Pollution Control Department. No substitutions are allowed for Safety Board Members.

10.2 Bargaining unit members have the right of refusal for any procedure that has the potential of causing bodily injury to the member. Where a question exists as to a situation having the potential of causing bodily injury to the member, a time out can be called by the bargaining unit member, or any member of the City, to have the procedure evaluated by the immediate supervisor. If the bargaining unit member believes the procedure is still unsafe, the supervisor will call his immediate supervisor to respond and assess the concern. If the bargaining unit member still believes the procedure is unsafe, a qualified member of the Safety Board, the City's Safety Officer, the director of the department, or the division manager will be called. The director shall have final authority to decide, modify, and/or effect the procedure in question.

10.3 The City shall provide a safe and healthy working environment and recognizes the Union's role in jointly promoting safety. Except as provided in Section 13.7, protective equipment and clothing shall be provided by the City and shall be used by the bargaining unit members.

10.4 Safety meetings conducted by the Department's Safety Officer will, to the extent possible, be held monthly among the employees by work groups for the purpose of instruction in safe practices.

## **ARTICLE 11. PROMOTIONS AND APPOINTMENTS**

11.1 The Human Resources Director or designee shall provide copies of all job announcements within the City to the Union Business Manager who will then be responsible for distributing them to the bargaining unit membership. First consideration shall be given to qualified bargaining unit members for vacancies within the bargaining unit. The applications of qualified bargaining unit members shall be certified by the Human Resources Director to the department for an employment interview before applications from other City employees or persons currently not employed by the City. Only in the case of entry level positions, highly specialized positions, or positions which historically have not had City employee applicants will vacancies be posted to the public. City employees, including bargaining unit members, also can apply for any positions which they are qualified whether it is an internal or external posting.

11.2 Bargaining unit members who are applicants for vacant positions shall be evaluated on: a) ability, b) experience, c) past performance, and d) seniority. All factors being equal, length of service within the department shall be the prevailing factor.

11.3 If a high school diploma or equivalent is a minimum qualification requirement for the vacant position, and the bargaining unit member possesses all other qualifications for the position, the bargaining unit member may, if recommended by the Human Resources Director, and upon agreement from the department director, be appointed to the position in a provisional status. Upon appointment, the bargaining unit member must demonstrate a good faith effort to obtain the required education. The bargaining unit member must obtain the necessary requirements of the position within the probationary period. Probation may be extended to enable the member to meet the minimum qualifications of the position. Failure to demonstrate a good faith effort in obtaining the education requirement shall result in the bargaining unit member being returned to their previous position, if a vacancy exists, or be placed on lay-off status. Any bargaining unit member being denied permanent status will be given the reason in writing.

11.4 When a bargaining unit member accepts a position or promotion to another position within the City, the member will be expected to serve a six (6) month probationary period. If the member does not successfully complete the probationary period, or if the member requests in writing to the department director to be returned to the member's former position, the member will be returned to the former position, if the position is vacant. If the position has been filled the member wanting to return may displace the incumbent and the incumbent will be placed on lay-off status, and may exercise rights to displace other bargaining unit members as set forth in Section 12.2(b). If the position has been eliminated the bargaining unit member shall be placed on a lay-off status, and may exercise the right to displace another bargaining unit member, as set forth in Section 12.2(b).

11.5 Except as provided for in Section 11.4 of this Article the probationary period shall be the first six (6) months of employment, transfer, or promotion for all bargaining unit members. New hire probationary members may be released without notice from employment for unsatisfactory performance at any time during the probationary period. Promoted or transferred employees may be returned to their former position if their performance during the probationary period is unsatisfactory. Members shall not be eligible for lateral transfers during a probationary period.

11.6 Promoted bargaining unit members shall not lose City, department, or crew seniority, but will have a new seniority date for the promoted position classification. Promoted bargaining unit members will be compensated at the next highest rate of pay above their current rate and move through the scale based on tenure in the promoted position classification.

## **ARTICLE 12. LAYOFFS AND REDUCTIONS-IN-FORCE**

12.1 For purposes of this Article, a bargaining unit member's "seniority" shall be the total length of service since his/her latest date of hire or appointment within the Department.

12.2 Bargaining unit members shall be given at least thirty (30) days notice of any layoffs or reductions-in-force.

(a) In a layoff or reduction-in-force, members shall be removed in inverse order of seniority within the class of positions, i.e. the least senior member in a position shall be removed first.

(b) Bargaining unit members who are to be removed in a layoff or reduction-in-force may, during the notice period, choose to displace less senior bargaining unit members in positions having the same or lower pay grades provided that the bargaining unit member meets all the qualifications for the position sought and provided the member can perform the duties with minimal familiarization. The minimal familiarization period shall be a maximum of ten (10) work days.

12.3 Bargaining unit members shall be recalled in order of seniority. Bargaining unit members who were forced to bump to a position in a lesser classification due to a layoff shall automatically be reinstated to their former position at the time of recall.

## ARTICLE 13. WAGES AND BENEFITS

### 13.1 Wages

Bargaining unit members, as identified by classification, will be compensated in accordance with Appendix A of this Work Agreement. On July 1, 2021, and again on July 1, 2022, all members will receive a 2% increase to their base pay. Base pay for this purpose shall include all longevity pay each employee already receives. The following formula shall apply [contractual base pay + existing longevity pay] x 1.02 = [new base pay].

### 13.2 Licenses.

For those bargaining unit members obtaining the following licenses, through the Missouri Department of Natural Resources or Missouri Water Environment Association, the hourly rate in Appendix B will be increased by the percent identified in the table. The percent identified by specific license is an individual adjustment for that license and is cumulative for multiple licenses. Compensation will be dependent on the bargaining unit member's assignment to the treatment plant or collection system and a member cannot be compensated for licenses in both areas of discipline. If a level of license is skipped, no compensation will be granted for the skipped level. License premiums will not be paid until the day the actual license is turned in to the Department and date stamped in. It will not be paid back to the effective date of the certificate.

#### Effective July 1, 2013

<b>(MDNR) Wastewater Treatment Plant</b>		<b>(MWEA) Collection System</b>	
<b>"A"</b>	2.0%	<b>"A"</b>	2.0%
<b>"B"</b>	1.5%	<b>"B"</b>	1.5%
<b>"C"</b>	1.0%	<b>"C"</b>	1.0%
<b>"D"</b>	0.5%	<b>"D"</b>	0.5%

- (1) The "C" license is mandatory for the Treatment Plant Operator II; therefore this percent increase and the "D" increase do not apply. [TA]
- (2) The "D" license is mandatory for the Treatment Plant Operator I; therefore this percent increase does not apply.

## Effective July 1, 2019

### Environmental Compliance

Certified Stormwater Manager or Certified Environmental and Safety Compliance Officer	3%
National Green Infrastructure Certification or ICC Plumbing Plans Examiner or ICC Commercial Plumbing Inspector	1%
MWEA Collection System "C" or MDNR Wastewater Treatment "D"	0.5%
MWEA Collection System "D"	0.5%

The City will pay for the cost of the first test per license grade and renewals for these positions. The City will provide time off with pay for said first tests. For bargaining unit members attempting to upgrade their license and for bargaining unit members who are still on probation the City will pay the cost of a second test and compensate for time off if the bargaining unit member passes the test on the second attempt.

The City will pay the difference in cost between a regular driver's license and the cost of the Commercial Drivers License for those bargaining unit members required to have such. If a bargaining unit member is required to do work that requires a CDL then that bargaining unit member shall receive the step up pay for that position.

### 13.3 Out-of-Position Pay

(a) A bargaining unit member who is temporarily assigned to a position classification within the bargaining unit and such position classification is paid at a higher rate than the rate for the bargaining unit member's regular position classification and the bargaining unit member works at such position classification for one (1) hour or more the bargaining unit member will be paid at the higher rate for all hours worked in this out-of-position classification. Out-of-position pay will go to the most senior qualified bargaining unit member in a particular crew or function of the division (Sanitary Sewer Maintenance, Storm Water Maintenance, or Treatment Plant).

(b) Out-of-position pay shall not be given to members who are training in certain functions of another position. Training assignments shall be made for the benefit of the member, for skills development and to gain experience which may assist in preparing the member for advancement.

(c) If a holiday occurs while the bargaining unit member is working out-of-position, on the day before and the day after the holiday, the bargaining unit member shall be paid at the out-of-position rate for the holiday. If the bargaining unit member is absent while working out-of-position for vacation, sick leave, or personal business the bargaining unit member will be compensated at their regular rate of pay for such absence.

#### 13.4 Training.

Assignments for receiving training on new procedures or equipment, which is within the scope of duties for a bargaining unit class of positions, shall be based on developmental needs of the employee and/or work unit with due regard for seniority. The City will entertain recommendations from the Union to improve the training program for each position classification.

#### 13.5 Health Plans

The City shall offer members a choice of health insurance plans. The cost of these plans is shared between the member and the City. Both the cost sharing and benefit package shall be equal to the cost sharing and benefit package offered to other City employees.

The City shall maintain the Stay Well Advisory Committee during the term of this Work Agreement, as long as the City maintains a self-funded program. The City agrees that the Union may appoint one (1) member to the committee.

#### 13.6 LAGERS

Bargaining unit members shall be covered by, and be entitled to retirement benefits through the Missouri Local Government Employees Retirement System (LAGERS).

#### 13.7 Protective Clothing.

(a) The City agrees to provide an annual reimbursement up to \$250.00 per bargaining unit member for the purchase of shoes/boots, coveralls, jackets or insulated garments suitable for use at work when presented with receipts of purchase. Any part of the reimbursement not expended in one (1) year may be carried over to the next year. Regardless, the total reimbursable amount shall not exceed \$500.00 over the three (3) year agreement. Coveralls purchased shall be a solid color, other than orange, but otherwise to be determined by the bargaining unit member. Bargaining unit members will not unreasonably delay the purchase of replacements for damaged footwear, coveralls, and jackets when requested by a supervisor. The Union and the City agree to work together to resolve any questions of safety as it relates to protective clothing.

(b) Work gloves and rubber boots, provided by the City and damaged on the job will be replaced by the City as soon as reasonably possible.

(c) The City shall furnish uniforms as set out below:

Sewer Maintenance employees shall receive eleven (11) reflective tee shirts (combination of long and short sleeved as determined by the employee), three (3)

hoodies, and eleven (11) pants. City will provide laundry service for tee shirts and pants. Employees will launder their hoodies.

Plant and maintenance employees shall receive eleven (11) tee shirts (combination of long and short sleeved as determined by the employee), three (3) hoodies, and eleven (11) pants. City will provide laundry service for tee shirts and pants. Employees will launder their hoodies.

Environmental employees shall receive eleven (11) business casual shirts (combination of long and short sleeved as determined by the employee), three (3) hoodies, and eleven (11) pants. The City will provide laundry service for the shirts and pants. Employees will launder the hoodies.

(d) For bargaining unit members who are required to wear safety glasses on a regular basis, the City shall reimburse bargaining unit members for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed one hundred and fifty dollars (\$150.00) every two (2) years. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the allowance amount.

### 13.8 Longevity

Every employee covered under this Agreement shall receive a longevity increase on their anniversary dates, equal to one-half percent (.5%) of his or her new base pay. Longevity pay shall be calculated as follows:  $[\text{new base pay}] \times .005 = [\text{longevity increase}]$ . Final base pay will be determined as:  $[\text{new base pay}] + [\text{longevity increase}] = [\text{final base pay}]$ .

## ARTICLE 14. AUTHORIZED LEAVE

### 14.1 Vacation

Members shall accrue vacation leave in accordance with the following:

1 through 4 years of service	80 hours
5 through 9 years of service	120 hours
10 through 14 years of service	160 hours
15 or more years of service	200 hours

(a) When days off and vacations are granted, the length of service in the position classification will be the controlling factor in granting vacation if all things are equal.

(b) Requests for vacation must be submitted in writing to the supervisor. Requests for vacation must be made a minimum of two (2) weeks in advance. The supervisor shall approve or deny the request within three (3) work days of when the request was

originally made. Short requests or telephone requests for vacation will only be accepted on an individual case-by-case basis with the approval of the supervisor.

(c) An bargaining unit member shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during the bargaining unit member's scheduled vacation.

#### 14.2 Personal Business Leave

Bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of personal business leave, which shall accrue on a bi-weekly basis, and accumulate up to a maximum of sixty (60) hours. Requests for absences may be permitted with the approval of the bargaining unit member's supervisor. Bargaining unit members are encouraged to provide as much advance notice as is possible.

#### 14.3 Holidays:

The following days shall be observed as holidays:

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

Bargaining unit members working a schedule in excess of eight (8) hours per day will be granted holiday pay equal to the number of hours required to work in that schedule.

(a) When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be considered the holiday.

(b) Any time worked on an observed holiday shall be compensated at one and one-half (1 ½) times the bargaining unit member's hourly rate of pay. This will be in addition to being compensated for the holiday at the bargaining unit member's regular rate of pay or receiving an alternate day off.

(c) Treatment Plant holiday schedules shall be posted approximately ninety (90) days in advance of the observed holiday. Treatment Plant bargaining unit members in operations shall be given the opportunity to request and sign-up by shift for holiday work, and reasonable consideration shall be given to the needs of the operation, the bargaining unit members qualifications, and seniority.

Bargaining unit members may be required to work holidays due to unforeseen circumstances including, but not limited to, operation inventories or difficulties, absenteeism, City emergencies, etc.

#### Section 14.4 Sick Leave

(a) Accrual of Sick Leave Credit – Bargaining unit members shall accrue sick leave credit at the rate of eight (8) hours for each calendar month employed.

(b) Calculation of Sick Leave Credit – Bargaining unit members initially hired on or prior to the fifteenth (15<sup>th</sup>) day of the month shall accrue sick leave credit beginning on the first (1<sup>st</sup>) day of that month. Bargaining unit members initially hired subsequent to the fifteenth (15<sup>th</sup>) day of the month shall accrue sick leave credit beginning on the first (1<sup>st</sup>) day of the succeeding month.

(c) Use of Sick Leave Credit - Sick leave credit shall accrue during a bargaining unit member's initial probationary period of employment but shall not be used for payment during such member's absence at that time. Use of accrued sick leave credit shall be allowed after successful completion of the initial probationary period due to personal or family illness or any situation which may be authorized by the Family and Medical Leave Act (FMLA).

(d) Absence Notice – Bargaining unit members who work shifts shall be required to notify their supervisor of an absence two (2) hours prior to the beginning of the member's shift. All other bargaining unit members shall be required to notify their supervisor of an absence one-half (1/2) hour prior to the beginning of that member's shift on the first (1<sup>st</sup>) day the member requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence shall be determined by the supervisor, and is subject to the approval of the department director. If there is reason to believe the use of sick leave is inappropriate, or when the member is off work three (3) or more consecutive work shifts, or is on disciplinary probation for excessive absence, the member may be required by the department director to submit a physician's certificate before returning to work.

Prior to returning to work any bargaining unit member assigned to the treatment plant who is off work and using sick leave must call the shift supervisor, or person on duty, eight (8) hours prior to the start of their regular shift. In the event the bargaining unit member calls in less than eight (8) hours before their regular shift begins, that member may not be allowed to return to work until their next regularly scheduled shift.

(e) Sick Leave During Vacation – Bargaining unit members 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 member were not on vacation leave and, provided further, that an attending physician's statement is furnished, upon request, to the supervisor certifying that the member was incapacitated to a degree which would have prohibited performance of normal duties.

(f) 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 accumulated sick leave.

(g) 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.

#### 14.5 Bereavement Leave

In the case of death within the immediate family of a bargaining unit member, such member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the member'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 mile radius, such member shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

(a) Immediate family, for the purpose of this Section, shall be the same as identified in the Section pertaining to Sick Leave.

(b) Bargaining unit members who have exhausted bereavement leave may be granted additional vacation, family leave or personal leave in conjunction with bereavement leave upon approval from the department director.

#### 14.6 Injury Leave

(a) In all instances, workers' compensation shall be provided by the City for all bargaining unit members' injuries arising in the course and scope of their employment. All incidents, injuries, and reoccurrences of injuries shall be reported to the City without unreasonable delay and pursuant to the City's established procedures.

(b) Bargaining unit members who suffer disability while on duty shall receive full salary and benefits (except net income will not be greater than if not on injury leave) including accrual of vacation, sick leave, and personal leave days while unable to return to their regular assignment, except as provided for in Section 14.6(c) of this Article, up to a maximum of thirty (30) weeks. Thereafter, bargaining unit members shall be entitled to benefits under the current Workers' Compensation Act. With the exception of statutory waiting periods, it is understood that in the case of a job-connected disability, a bargaining unit member will not be required to use any accumulated leave until after the depletion of Workers' Compensation benefits. However, following the lapse of the thirty (30) weeks, a bargaining unit member who is receiving temporary disability payments under the Workers' Compensation Law may, in addition thereto, at the bargaining unit member's election, receive an amount of money equal to the difference between the disability payment and the bargaining unit member's regular salary (except net income

will not be greater than if not on injury leave), up to the amount of the bargaining unit member's accrued leave. A bargaining unit member may elect to use accrued leave or other contract benefits before applying for a disability retirement under the LAGERS Retirement Program. A bargaining unit member who has been placed on disability retirement shall have full protection of LAGERS legislation and other retirement benefits offered by the City.

(c) After proper convalescence and upon release for modified-duty assignment, a member shall be required to return to work to perform assignments of a modified-duty nature only. Modified-duty bargaining unit members shall retain all leave usage rights.

14.7 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 bargaining unit member's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

14.8 Leave of Absence Without Pay – Bargaining unit members on vacation or sick leave status must request a leave of absence without pay within three (3) work days after exhausting all paid leave. If a bargaining unit member is absent for more than three (3) consecutive work days, after exhausting all paid leave, and does not receive approval for a leave of absence without pay, the bargaining unit member may be considered to have resigned without notice. The Human Resources Director is authorized to grant a leave of absence without pay, not to exceed fifteen (15) calendar days, upon recommendation of the bargaining unit member's department director. The City Manager may grant an bargaining unit member a leave of absence without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the bargaining unit member to report to work at the end of an approved leave of absence without pay may be considered a resignation.

14.9 Funeral of Fellow Employee – If a bargaining unit member serves as a pallbearer at the funeral of a Water Pollution Control Department employee or a retired Water Pollution Control Department employee, the department director may permit the bargaining unit member to be absent from work on a basic work day without loss of pay for whatever time may be necessary, but not to exceed eight (8) hours. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

## **ARTICLE 15. RETIREMENT OR SEPARATION**

15.1 Bargaining unit members hired on or before July 1, 2021 who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hrs  
 16 through 25 years of service: up to 780 hrs  
 26 or more years of service (or line of duty disability/death): up to 1040 hrs

15.2 Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A Member can elect to take this payment in a lump sum or in by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods.

15.3 Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

15.4 Bargaining unit members hired on or after July 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

	Annual Contribution
R22	\$220.00
R25	\$235.00
R28	\$255.00
R31	\$265.00
R34	\$275.00
R37	\$310.00

15.5 The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

15.6 Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one-time option to elect to be included in the 401a program, in which case they will not be eligible for pay out of any sick leave upon

retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after July 1, 2021. The election must be made in writing (email will suffice), within thirty days after the City Council approves the Work Agreement, and shall be irrevocable. Employees electing to be included under the 401a program will be credited for their prior service with respect to the vesting requirements set out above.

15.7 Additionally, the City will provide an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five (5). For example, a Collection System Operator I with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully in the 401a program and would receive an initial contribution from the City in the amount of \$1,175 (5 x \$235). An Equipment Operator III with 3.9 years of service would receive an initial contribution from the City in the amount of \$795 (3 x \$265).

15.8 The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, on July 1, 2021 and July 1, 2022. All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the Collection System Operator I in the first example above would receive \$587.50 on July 1, 2021 and \$587.50 on July 1, 2022, and would also receive his or her annual \$235 contribution, for a total contribution amount of \$822.50 each year in 2021 and 2022, and then \$235 per year thereafter.

15.9 Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

## **ARTICLE 16. GRIEVANCE PROCEDURE**

16.1 The following procedure will be observed in the handling of grievances and complaints involving the application or interpretation of the terms and provisions of this Agreement.

16.2 As quickly as possible after the signing of this Agreement, the City will furnish the Union with a list setting forth positions of Supervisors in relation to the work groups of the City's operations that are related to this bargaining unit. The City will promptly notify the Union of any changes in such personnel as may occur from time to time. The Union will furnish the City with a list of its officers and stewards, setting forth the groups that each steward represents. The Union will promptly notify the City of any changes in such personnel as may occur from time to time.

16.3 Should any complaint or grievance arise between the City and its bargaining unit members with regard to the application or interpretation of the terms and provisions of this Agreement, such complaint or grievance shall be settled in the following manner:

**Step 1. Informal.** If one or more bargaining unit members should have a grievance or complaint, the bargaining unit member(s) shall attempt to settle the grievance or complaint with their immediate supervisor. The bargaining unit member(s) shall have the option of first discussing the grievance or complaint with their steward and their steward shall be permitted to accompany them in their contact with the immediate supervisor. The immediate supervisor shall have five (5) work days to reach a satisfactory settlement of the grievance after it is presented to the immediate supervisor. If the grievance is not presented to the immediate supervisor within ten (10) work days after the incident occurs, the matter shall be considered dropped.

**Step 2. Intermediary.** If no agreement is reached with the immediate supervisor the grievance shall, within ten (10) business days thereafter, be reduced to writing and taken up with the division manager in the department. The complaint of a bargaining unit member shall be filed in writing with the division manager and shall be disposed of by the division manager within ten (10) business days after filing.

**Step 3. Formal.** In cases where an unsatisfactory decision to a written appeal to the division manager has been rendered, the following formal grievance process shall be followed:

1. The Union Business Manager shall present a written request for a formal grievance review to the department director. This shall be done only after all informal and intermediary processes have been exhausted. It can be requested no later than five (5) work days after the appeal decision from the intermediary grievance process is rendered by the division manager. This portion of the grievance process shall be disposed of by the department director within ten (10) business days after the receipt of the written request for a formal grievance review.

2. In cases where an unsatisfactory decision to the written formal grievance review to the department director has been determined, the following appeal process to the City Manager shall be invoked:

(a) The Union shall present a written request for a formal grievance to the City Manager. This shall be done only after the informal, intermediary, and formal processes to the department director have been exhausted. It can be requested no later than ten (10) business days after the appeal decision from the department director is rendered.

(b) The City Manager (or Assistant City Manager if designated) shall respond to a formal grievance review request within ten (10) business days specifying the date on which the grievance will be heard. The following shall be the administrative hearing process:

(i) The hearing shall take place no later than ten (10) business days after the City Manager's response is issued to the Union.

(ii) The Union shall notify the Human Resources Director of requests for witnesses and presentation of evidence. The Union shall state the grievance and pertinent facts in writing and submit it to the City Manager or Assistant City Manager, as applicable, no later than three (3) work days prior to the review hearing.

(iii) The department director shall prepare the case for the City and request such evidence and witnesses that he/she believes necessary for the review hearing.

(iv) The Union shall have the right to submit any evidence in favor of the grievance at the review hearing.

(v) The Human Resources Director shall have available witnesses and evidence required by the parties, to the extent they are within the City's control.

(vi) A clerk-stenographer or recording devices shall be to make a record of the review hearing.

(vii) The City Manager or Assistant City Manager shall listen to the case and make a decision based on the contract language and evidence presented.

3. If the grievance is not satisfactorily resolved at this step, the Union may request arbitration by the Federal Mediation Conciliation Service. Section 3.29(3) of the Charter of the City of Independence shall not be applicable for bargaining unit members, other than new-hire probationary employees. Arbitration must be requested within ten (10) business days of receipt of the decision of the City Manager or Assistant City Manager. If notice of intent to arbitrate is not delivered to the City within ten (10) work days, the grievance shall be deemed abandoned.

#### **Step 4. Arbitration.**

1. Within fifteen (15) work 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 name from such list, with the party seeking arbitration striking the first name, until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. The party requesting arbitration shall notify the arbitrator of his selection and request available dates not later than ten (10) work days following the receipt of the last name strike by the other party.

2. 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 the Work 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 Work Agreement, except for the City Manager's right of review as set out in paragraph (f), below.

(e) In a disciplinary grievance, the arbitrator shall have discretion to reduce or raise the discipline imposed.

(f) Decisions of the arbitrator regarding 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 when 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 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 more favorable to the bargaining unit member than the decision of the arbitrator.

(g) The costs of the arbitrator shall be shared equally by the City and the Union.

(h) This provision does not extend to negotiations for amendment of this Work Agreement or for mediation of any disagreements involved in such negotiations.

16.4 Cases involving non-probationary bargaining unit members regarding layoff, suspension without pay for more than ten (10) days, demotion, or termination from City service shall be referred directly to the Personnel Board upon the bargaining unit member's request for such a hearing.

16.5 Should the Union claim within five (5) work days after the discharge of a bargaining unit member that the City acted outside of its rights and responsibilities and that the bargaining unit member was unjustly discharged, the issue shall be adjudicated as a grievance, commencing with Step 2 under Section 15.3. Should the discharge be not sustained on appeal after having been handled as provided in Section 15.3 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

16.6 All computations of time within which action must be taken as specified in this Article shall be exclusive of Saturdays, Sundays, and holidays observed by the City.

16.7 The Director will, when absent, and may, at any time so desired, appoint another person to act in his/her stead, and such party shall have full power to act in all matters arising under this Article.

16.8 The grievant and one Steward maybe compensated at Step 1, Step 2, or Step 3-1 of the grievance process if the supervisor, division manager, or department director decides to conduct a hearing. The grievant and one Steward may be compensated at Step 3-2 of the grievance process if the City Manager decides to conduct a hearing and the bargaining unit prevails in the grievance. Bargaining unit members shall not be paid for the time spent during Step 4 of the grievance resolution process, except as a witness on behalf of the City. Bargaining unit members will not be compensated when off-duty and required to attend a hearing that is held during normal business hours, except as a witness on behalf of the City.

## **ARTICLE 17. ADDITIONAL PROVISIONS**

17.1 No provision of this Work Agreement shall be construed to create any type of joint ownership of any rights or liabilities except as expressly set forth herein.

17.2 The failure of a party to insist upon strict performance of this Work Agreement, or any of the terms or conditions hereof, shall not be construed as a waiver of any of its rights hereunder.

17.3 Inclement Weather - The City will not require bargaining unit members 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 Treatment Plant or Sewer Maintenance Facility will be used to determine temperatures. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that bargaining unit members are not subjected to severe personal discomfort.

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

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 bargaining unit members getting wet to the point of personal discomfort.
- (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.

In situations where bargaining unit members 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 bargaining unit members 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 supervisor and the bargaining unit members will cooperate in the application of the above general principle.

#### 17.4 Meal Allowance –

(a) Bargaining unit members required to work two (2) or more hours overtime immediately after their regular work period shall be furnished a meal at the City's expense or allowed \$13.00 for each meal. The first meal allowance shall be made at the end of the first two (2) hours of overtime and one meal allowance shall be made at the end of each four (4) hour interval thereafter during such overtime work. This meal allowance shall also apply to a call out occurring two (2) hours before the regular work hours of a bargaining unit member. This meal allowance provision shall apply on Saturday and Sunday the same as Monday through Friday.

(b) A bargaining unit member called out for overtime work not immediately following the regular work period shall be furnished a meal at the City's expense or allowed \$13.00 for each meal after each four (4) hour interval of overtime work. Bargaining unit members who are requested at least twelve (12) hours in advance to work during their regular working hours on an overtime day shall not receive a meal allowance.

#### 17.5 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 water pollution control system. The City agrees, however, that it will not contract any work which is customarily done by

a bargaining unit member(s) if as a result thereof it would be necessary to lay off a bargaining unit member(s) without first meeting and conferring with the Union.

## **ARTICLE 18. SAVINGS CLAUSE**

18.1 Should any Article or provision of this Work Agreement be held illegal or invalid, for any reason, or be held in regulatory violation by a regulatory agency, no other Article or provision shall be affected, and the remaining Articles and provisions of this Work Agreement shall remain in full force and effect as if such illegal or invalid Article or provision, or regulatory violation has not been contained herein.

18.2 The Article or provision held illegal or invalid, or in regulatory violation, shall be subject to immediate negotiation for an appropriate substitution of said Article or provision by mutual agreement between the Union and the City.

## **ARTICLE 19. 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 20. OFFICIAL NOTICE**

20.1 All notifications that are required or permitted to be given under this Work Agreement must be delivered to the parties described hereafter:

For the City:

City Manager  
City of Independence  
111 E. Maple  
Independence, Missouri 64051

For the Union:

Business Manager  
International Brotherhood of Electrical Workers, Local 53  
1100 Admiral Boulevard  
Kansas City, Missouri 64106

**ARTICLE 21. ENTIRE WORK AGREEMENT**

21.1 This document contains the entire Work Agreement between the City of Independence and the International Brotherhood of Electrical Workers, Local 53, Water Pollution Control Bargaining Unit, and no modification shall be effective unless it is written and executed by the City and the Union.

**ARTICLE 22. TERM OF AGREEMENT**

This Work Agreement shall be effective as of July 1, 2020 and shall remain in effect until June 30, 2023. No earlier than ninety (90) days prior to the end of the Work Agreement, either party may request, in writing, that negotiations commence on a new Work Agreement. Upon receipt of the written request, the Union and the City shall meet and confer regarding the proposed new Work Agreement. The existing Work Agreement may be extended on a temporary basis by mutual agreement between the Union and the City Manager for the purpose of concluding discussions on the new Work Agreement.

**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 \_\_\_\_\_  
Zach Walker, City Manager

By \_\_\_\_\_  
Eric Williams, Business Manager

**IBEW - Water Pollution Control Bargaining Unit**

**Appendix - A.1-**

**Wage Scale Effective JULY 1, 2020**

<b>Class Title</b>	<b>Grade</b>	<b>Entry</b>	<b>Six Months Service</b>
Collection System Operator I	R25	20.71	21.80
Collection System Operator II	R31	23.72	24.98
Collection System Technician I	R25	20.71	21.80
Collection System Technician II	R31	23.72	24.98
Environmental Technician	R28	22.63	23.83
Environmental Specialist	R31	23.72	24.98
Equipment Operator II	R25	20.71	21.80
Equipment Operator III	R31	23.72	24.98
WPC Electrician I	R22	20.04	20.67
WPC Electrician II	R37	26.41	27.81
WPC Maintenance Mechanic I	R28	22.63	23.83
WPC Maintenance Mechanic II	R34	24.08	25.34
Treatment Plant Operator I	R34	24.08	25.34
Treatment Plant Operator II	R37	26.41	27.81

**IBEW - Water Pollution Control Bargaining Unit**

**Appendix - A.1-**

**Wage Scale Effective JULY 1, 2021**

<b>Class Title</b>	<b>Grade</b>	<b>Entry</b>	<b>Six Months Service</b>
Collection System Operator I	R25	21.12	22.24
Collection System Operator II	R31	24.19	25.48
Collection System Technician I	R25	21.12	22.24
Collection System Technician II	R31	24.19	25.48
Environmental Technician	R28	23.08	24.31
Environmental Specialist	R31	24.19	25.48
Equipment Operator II	R25	21.12	22.24
Equipment Operator III	R31	24.19	25.48
WPC Electrician I	R22	20.44	21.08
WPC Electrician II	R37	26.93	28.37
WPC Maintenance Mechanic I	R28	23.08	24.31
WPC Maintenance Mechanic II	R34	24.56	25.85
Treatment Plant Operator I	R34	24.56	25.85
Treatment Plant Operator II	R37	26.93	28.37

**IBEW - Water Pollution Control Bargaining Unit****Appendix - A.1-****Wage Scale Effective JULY 1, 2022**

<b>Class Title</b>	<b>Grade</b>	<b>Entry</b>	<b>Six Months Service</b>
Collection System Operator I	R25	21.54	22.68
Collection System Operator II	R31	24.67	25.99
Collection System Technician I	R25	21.54	22.68
Collection System Technician II	R31	24.67	25.99
Environmental Technician	R28	23.54	24.80
Environmental Specialist	R31	24.67	25.99
Equipment Operator II	R25	21.54	22.68
Equipment Operator III	R31	24.67	25.99
WPC Electrician I	R22	20.85	21.50
WPC Electrician II	R37	27.47	28.94
WPC Maintenance Mechanic I	R28	23.54	24.80
WPC Maintenance Mechanic II	R34	25.05	26.37
Treatment Plant Operator I	R34	25.05	26.37
Treatment Plant Operator II	R37	27.47	28.94