

WORK AGREEMENT

Between

CITY OF INDEPENDENCE, MISSOURI

And

**IBEW
Local 53 &
Independence Maintenance & Clerical Employees
Negotiations**

Effective July 1, 2021 through June 30, 2024

Approved by the Council:

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ARTICLE 1. PURPOSE

1.1 This Work Agreement entered into by the City of Independence, hereinafter referred to as the City, and IBEW Local 53, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between City and the Union; the establishment of rates of pay; an equitable and peaceful procedure for the resolution of differences; hours of work; and other conditions of employment.

1.2 The parties agree that there shall be no discrimination because of race, disability, creed, sex, 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 for all employees within the Clerical, and Service and Maintenance bargaining units, all as contained in the State Board of Mediation certification.

2.2 Each employee shall at all times have a regular assigned job classification. The job descriptions in place on the effective date of this Work Agreement shall be the job descriptions for the members of the bargaining unit.

2.3 Should the City find it necessary to create new classifications or change existing classifications within the Bargaining Unit, the City and Union will negotiate the job description including, but not limited to, qualifications, job content and wage rate for such newly created or changed classifications. The City will send a job description proposal via electronic mail to the Union. The job description proposal will include, at a minimum, the new classification or revised classification (with the changes highlighted); an explanation of proposed changes; a list of the employees affected; and the name and contact information for the supervisor to whom questions should be directed. The Union shall have fifteen (15) working days to respond to the job description proposal or to request an additional fifteen (15) working days to review, which shall be granted upon request. If no comments or a request to extend the review period are received from the Union within fifteen (15) working days, the City shall have the right to update the job description. Upon receiving a response from the Union, the City will either accept the Union's comments as proposed or meet within thirty (30) days for further discussion. If after meeting the City and Union cannot come to an agreement on

proposed changes to job descriptions, the issue shall be submitted to an arbitrator pursuant to Article 23. The City's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered. []

ARTICLE 3. MANAGEMENT RIGHTS

31 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.

32 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 discharge bargaining unit members in the interest of good service and proper conduct of the City.

33 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.

34 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.

35 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.

36 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.

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. UNION ACTIVITIES

5.1 The City recognizes the responsibility and authority of the Union Business Manager or his/her designee to represent the members. The City agrees to provide copies of any written rules affecting members' working conditions to the Union Business Manager or his/her designee upon request. The City will meet and confer with the Union Business Manager or his/her designee 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 or his/her designee at least twenty (20) calendar days prior to their effective date of implementation. The City agrees to permit the Union Business Manager or his/her designee to have reasonable access to members in the department's non-restricted areas.

5.2 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.

5.3 The City recognizes the right of the Union to have not more than seven (7) job stewards, one of whom shall be the chief steward, and three (3) alternate stewards. The Union agrees to notify the Human Resources Director or his/her designee within seven (7) calendar days of appointment, with a copy to the department director or designee, 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 and those employees designated as members of the Union negotiating committee shall, upon prior written approval of the department director, or his/her designee, be permitted to be absent without loss of pay for union business including negotiations for up to one hundred and seventy-five (175) total 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 eighty-eight (288) hours during the fiscal year of negotiations for a new Work Agreement.

The City agrees to notify the Union Business Representative of each new bargaining unit member hired into a bargaining unit position and to allow the chief steward, or his or her 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.

5.4 The City should 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 and the meeting shall not occur until a steward can be made available.

5.5 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.

5.6 The bargaining unit member, with or without a 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 should 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 and/or response 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 or his/her designee.

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

5.7 Bargaining unit members who so request shall receive a copy of performance reviews and be given the opportunity to submit comments thereon for their personnel files.

ARTICLE 6. PAYROLL DEDUCTION

6.1 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 except as required by law. 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 7. HOURS OF WORK

7.1 (a) Regular hours of work each day for full-time bargaining unit members shall be

consecutive, except for an interruption for a lunch period.

(b) When it is mutually agreed between a bargaining unit member and the immediate supervisor the workday may be temporarily altered to exclude the interruption for the lunch period.

(c) By written agreement the department director and Business Representative and/or their designees may alter the hours of work for one or a group of bargaining unit member(s) on either a temporary, seasonal, or regular basis.

7.2 (a) Whenever a full-time bargaining unit member works outside their regular shift or schedule, they shall be paid 1-1/2 times their regular pay.

(b) 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. Accrued compensatory time shall not exceed two hundred forty (240) hours.

7.3(a) Except as provided for in sub-section (b) and (c) bargaining unit members that are assigned to work units that have only one shift per day the overtime shall be offered among personnel in each department, work unit, and position classification on a rotational basis, starting as of the effective date of this Work Agreement with the bargaining unit member with the most seniority in the position classification.

(b) For bargaining unit members of the Municipal Services Department overtime shall be offered strictly by division seniority starting with the most senior qualified bargaining member within the division. For bargaining unit members of the Parks, Recreation, and Tourism Department overtime shall be offered strictly by work crew seniority starting with the most senior qualified bargaining unit member within each crew.

(c) For bargaining unit members of the Community Development, Health Department, and Police Department overtime shall be offered strictly by seniority within the position classification.

(d) Except as provided for in sub-section (b) and (c) bargaining unit members that are assigned to work units that have more than one shift per day the overtime will be offered to the bargaining unit members that are off-duty, as a result of a regular day off, during the period that the overtime is to be worked, on a rotational basis, starting as of the effective date of this Work Agreement with the bargaining unit member with the most seniority in the position classification. If there are no volunteers then the overtime will be first offered to the bargaining unit members that are working the shift that will be going off-duty prior to the overtime shift, and then to the bargaining unit members that are working the shift that will be going on-duty following the overtime shift, on a rotational basis starting as of the effective date of this Work Agreement with the bargaining unit member with the most seniority in the position classification.

(e) When work in excess of their regularly scheduled shifts is mandatory and there are no volunteers, such work shall be assigned by inverse order of seniority in the position classification from the shift that is going off-duty.

(f) The City, when requiring bargaining unit members to work in excess of their regularly scheduled shifts, unless the circumstances are outside the City's control, will give two (2) hours' notice to bargaining unit members so that they can make arrangements at home.

(g) Where necessary for the effective operation of the work unit, the overtime provisions of Section 7.3 may be modified with the mutual consent of the department director and the Business Manager and/or their designees.

7.4 If a bargaining unit member is called in when not regularly scheduled to work, he/she will be given a minimum of two (2) hours of overtime if the actual time worked is equal to or less than two (2) hours. The bargaining unit member will be given three (3) hours of overtime if the actual time worked is greater than two (2) hours and equal to or less than three (3) hours, and four (4) hours of overtime if the actual time worked is between three (3) hours and four (4) hours. Time shall begin when the bargaining unit member is contacted and asked to report to work. The maximum allowable time for compensated travel, from the contact location to the report site, is thirty (30) minutes.

If the bargaining unit member completes the task(s) for which he or she 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 or she 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 has elapsed, he or she shall receive call-in pay, but shall not receive any other pay for hours worked until that two (2) hour call-in period has elapsed.

Hours reported for call-in shall not be used in the calculation of total hours worked for the purpose of determining overtime. Time worked in excess of four (4) hours shall be paid overtime in the amount of actual time worked.

7.5 Standby compensation will be two (2) hours at the employee's overtime rate for each twenty-four (24) hours of availability 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.

7.6 Bargaining unit members who operate the asphalt paver or are part of the asphalt crew at the job site when the paver is being used will receive a differential of five percent (5%).

7.7 Full time bargaining unit members regularly assigned to a position that has varied starting hours of work, or to a shift beginning between the hours of 3 p.m. and 5 a.m., shall be entitled to

a five percent (5%) shift differential.

7.8 The regular hours of work each week for full-time bargaining unit members shall be forty (40) hour schedules with two (2) consecutive days off.

7.9 Bargaining unit members will be scheduled off at least eight (8) consecutive hours between shifts to allow adequate time for rest.

7.10 Except when agreed to by mutual consent between the department director or designee and the Business Manager or designee, work breaks for fulltime bargaining unit members will consist of one (1) lunch break which will be considered the bargaining unit member's own time and two (2) fifteen (15) minute rest periods. When a fulltime 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 time worked.

7.11 Bargaining unit members shall not be required 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 a rest period required under this section. Any portion of the rest period that falls during the member's regularly scheduled hours will be paid at the employee's straight-time hourly rate.

This rule may be suspended if:

- 1.) The bargaining unit member may voluntarily agree to stay in excess of sixteen (16) hours, understanding that no bargaining unit member shall stay if directed by a supervisor to leave.
- 2.) The City may declare a state of urgency out of concern for public health, the environment, or City assets, and require personnel to stay or come in as needed. Normally, such a declaration shall be made by a department supervisor at the division superintendent level or higher.

7.12 Any division desiring to go to "Summer Hours" may do so between the holidays of Memorial Day and Labor Day. Starting times may be adjusted by no more than two (2) hours with all other contractual work rules such as lunch, meal times, rest period, etc. being adjusted accordingly.

7.13 Emergency Schedule Changes. In the event of a City-wide emergency as declared by the Governor or Mayor, Directors may alter work schedules as needed for the duration of the emergency. Should this become necessary, a Director will consult in good faith with the Business Representative before implementing any change.

ARTICLE 8. NOTICE OF SHIFT OR SCHEDULE CHANGE

8.1 All notices of shift or schedule changes will be posted on the bulletin board in the work unit seven (7) calendar days in advance, unless the circumstances are outside the City's control, but in any event will be posted as far in advance as possible. If a bargaining unit member shows up for work and finds he/she is not scheduled to work, due to no fault of his/her own as he/she has not had a reasonable opportunity to see the schedule change nor had other proper notification, he/she will be given two hours' straight time credit as show-up time.

8.2 At least annually in departments and job classifications where shift work is required or when shift or schedule assignments are changed by the City, or when a vacancy occurs and after the training is completed and the bargaining unit member is qualified for the position, bargaining unit members may bid their shift according to their length of service with the City, by position classification. This section does not apply to the Parks Recreation & Tourism Department or Municipal Services Department.

8.3 Bargaining unit members who are regularly assigned to a position or shift that has varied starting or ending hours of work will receive a schedule of work hours every week, seven (7) calendar days in advance. When this weekly work schedule is to be changed by the City, the bargaining unit member will be notified twenty-four (24) hours in advance of the first scheduled shift to be worked. These bargaining unit members are excluded from the provisions of Article 8.1 and 8.2.

ARTICLE 9. REST PERIOD

9.1 All bargaining unit members' work schedules shall provide for a rest period(s) of fifteen (15) minutes. Bargaining unit members who are scheduled to work six (6) or more hours during a shift will receive two rest periods per shift. The rest period shall be scheduled in the middle of each one-half shift whenever this is possible. Rest periods may not be combined with lunch periods or saved and combined to be used at the end of the day for early dismissal on a routine basis except with supervisor approval.

ARTICLE 10. SAFETY

10.1 There shall be a Safety Committee established for the bargaining unit consisting of: 3 bargaining unit's members from Service and Maintenance, 3 bargaining unit members from Clerical, and 1 bargaining unit member from Animal Control, and no more than seven (7) members appointed by the City. The Safety Committee may meet monthly. In scheduling meetings, the Safety Committee will give due consideration of the department's need to provide continuity of service. This Safety Committee shall consider health and safety matters relating to all employees in the bargaining unit.

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. If the bargaining unit member believes the procedure is still unsafe, the supervisor will call his or her 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 Committee, the director of the department or his/her designee, or the division manager will be called. The director or his/her designee shall have final authority to decide, modify, and/or affect 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.

10.4 Safety meetings will be conducted by each department periodically for the purpose of instruction in safe practices and safety issues.

ARTICLE 11. PROTECTIVE EQUIPMENT AND CLOTHING

11.1 Protective Equipment and Clothing

(a) Protective equipment and clothing shall be provided by the City and shall be used by the bargaining unit members.

(b) See Appendix C for uniform allotments.

(c) If a bargaining unit member is required to wear prescription glasses fulltime, the City shall reimburse such bargaining unit member for ANSI/ISEA Z87.1-2010 qualified prescription safety glasses in an amount not to exceed two hundred dollars (\$200.00) every two (2) years. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the allowance amount.

(d) The City may issue and require bargaining unit members to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules. Bargaining unit members may not wear non-issued soft hats and shirts when on duty unless expressly approved by management personnel from time to time.

ARTICLE 12. SENIORITY RIGHTS

12.1 When the term "Seniority" is used, it shall mean "a bargaining unit member's total length of service since his or her latest date of hire with the City", unless the context clearly states otherwise.

(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 seniority rights accruing to regular employees through City, 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.

(2) City, Divisional and Job Service:

- (a) After a probationary employee has satisfactorily completed six (6) consecutive months of employment, he or she establishes six (6) months of "City Service" and becomes a regular employee. Once having established City Service, the employee will accumulate additional City Service, according to his or her total length of employment with the City 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 City, he or she 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 his or her total length of employment in that division unless broken by resignation, layoff, or discharge.

Divisions of this agreement are as follows: Parks Maintenance, Recreation Programming, Tourism Maintenance, Street Maintenance, Central Garage, Building Maintenance, Neighborhood Services, Animal Services, Environmental Services, Utilities, Police Records Unit, Information Technology Unit, Municipal Court, Health Department, and Finance.

- (c) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a job classification, he or she 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 his or her total length of employment in that job classification unless broken by resignation, layoff, or discharge.

(d) If Job Service among employees in a Division is equal, the total Divisional Service shall govern; and if Divisional Service is equal, City Service shall govern. If the total City Service is equal there shall be a coin flip or other non-preference method used to govern.

(e) As of the effective date of this Agreement, all regular employees shall have the City 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 City Service, Divisional Service and Job Service after the effective date of this Agreement, no decrease in seniority 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.

(f) If a regular employee is absent because of illness or injury, he or she shall retain full seniority rights during such absence. Seniority 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. [TA}

(g) Assignments for receiving training on any procedures or equipment, which is within the scope of duties for a bargaining unit class of positions, shall be based on seniority within the position classification and within the Division. The City will entertain recommendations from the Union to improve the training program for each position classification.

12.2 When it is deemed necessary to affect a reduction in force or layoff, bargaining unit members shall be removed in line of inverse seniority within the class of positions identified for a reduction in force or layoff, i.e. least senior bargaining unit member removed first.

12.3 During a reduction in force or layoff a bargaining unit member may choose to displace another bargaining unit member with less seniority in the same or lower pay grade in his or her department; displace a bargaining unit member with less seniority in his/her position classification in another department; or displace any other bargaining unit member with less seniority in the same or lower pay grade if the bargaining unit member has previously worked as a regular member in the position classification in the department. A bargaining unit member must be qualified by experience and ability in order to exercise any of these options.

12.5 Bargaining unit members shall be eligible to be recalled, without loss of seniority, for twelve (12) months following a reduction in force or layoff. Right of recall shall apply to bargaining unit members that exercised their rights in Section 13.2 of this Article and to bargaining unit members that were terminated as a result of a reduction in force or layoff. Recall shall be in line of seniority to a class of positions identified for a recall if the bargaining unit member has previously worked as a regular member in the class of positions and is otherwise qualified. A bargaining unit member must be qualified by experience and ability in order to be recalled.

12.6 Affected bargaining unit members will be given 30 days advanced notice prior to lay-

offs or reduction in force.

12.7 Service lists will be furnished to the Union and posted by the City every six (6) months on all bulletin boards 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 or her City, Divisional and Job Service dates. Any questions as to the correctness of such lists should be promptly brought to the attention of Management.

ARTICLE 13. PROMOTIONS AND APPOINTMENTS

13.1 The Human Resources Director or his/her designee shall provide copies of all job announcements for bargaining units within the City to the Union Business Manager or his/her designee 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 or his/her designee to the department for an employment interview before applications from other City employees or persons currently not employed by the City. City employees, including bargaining unit members, also can apply for any positions which they are qualified whether it is an internal or external posting.

13.2 The Chief Steward and Stewards shall be allowed to bid job openings in accordance with section 13.1 of this Article on behalf of bargaining unit members who are absent from work during the bidding period with signed authorization from the absent bargaining unit member.

13.3 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 division shall be the prevailing factor.

13.4 (a) Regular full-time bargaining unit employees are required as a minimum qualification to have a high school diploma or GED.

(b) Bargaining unit members hired prior to the adoption of this current work agreement without the requirement of Article 13.4(a), are grandfathered as long as they remain in their current position.

(c) Temporary positions can be filled without the minimum requirements of 13.4(a).

13.5 When a bargaining unit member accepts a position or promotion to another Maintenance and Clerical bargaining unit position within the City, the member will be given 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 or his/her designee to be returned to the member's former position, the member will be returned to the former position, if the position still exists. 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 Article 11. 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 Article 12. This provision does not apply to instances when a bargaining unit member accepts a position not covered under this agreement.

13.6 Except as provided for in Section 13.5 of this Article the probationary period shall be the first six (6) months of employment for all bargaining unit members. The probationary member may be released from employment without notice for unsatisfactory performance at any time during that probationary period.

13.7 Transfer to Position Outside Bargaining Unit

(a) If at any time the City selects employees from within the bargaining unit for the position of supervisor, professional, confidential, or administrative position, such selection will be encouraged to be made from the Division involved whenever practical and if a fully qualified employee can be selected therefrom.

(b) 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 City Service in the job classification from which he/she was transferred from the date of his/her promotion.

13.8 Bargaining unit members are prohibited from making lateral transfers between crews during the six (6) month probationary period unless authorization is granted by the supervisor and the department head. This section applies to lateral transfers only and does not prevent a member from bidding into a promotion.

ARTICLE 14. LAYOFFS AND REDUCTION-IN-FORCE

14.1 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.

14.2 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.

ARTICLE 15. WAGES AND BENEFITS

15.1 Wages Compensation shall be paid in accordance with Appendix A: Wage Scale, attached hereto and incorporated by reference. In accordance with the City's uniform policy and practice, no bargaining unit employee's compensation in effect on the execution date of this Agreement will be reduced due to implementation of this Section.

15.2 If the bargaining unit member is promoted during the life of the agreement, they will be promoted to the level that gives them a minimum of a 5% increase and progress thereafter on the annual anniversary of the promotion date until they reach the maximum of the wage scale.

15.3 The City shall pay the difference in cost between a regular driver's license and the cost of the Commercial Driver's License, including any required endorsements, for those bargaining unit members required to have a Commercial Driver's License.

15.4 Bargaining unit members, who have been approved by the Human Resources Director and their department director, will be eligible to receive a wage adjustment of \$10.00 for the shift when requested to perform translation or interpretation services. The bargaining unit member's supervisor must approve the wage adjustment for each shift requested.

Bargaining unit members that have been approved by the Human Resources Director will be required to pass any competency examinations provided for in the policy. These bargaining unit members will not be required to obtain any additional education unless it is necessary for the bargaining unit member to pass a competency examination.

15.5 The Union shall be notified by the City prior to any changes in the working conditions , policies or benefits that are not in the agreement. Pursuant to any amendments to the Personnel Policies and Procedures Manual, the City agrees to abide by the requirements of Article II, Section B therein.

15.6 When a bargaining unit member is required to train another employee on a new job or train another employee on any principal duties of a different job, the bargaining unit member doing the training will receive a 5% wage increase added to the bargaining unit member's regular wage rate for the period of instruction. Trainers shall be the most senior qualified member of the division who is present on the day in question, provided they are not required for other essential duties.

15.7 Longevity

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. For those bargaining unit members who are required or voluntarily participate in snow operation, Longevity Pay shall be calculated based on Appendix B.

15.8 New bargaining unit members when hired will be fully qualified before being assigned to a shift to work alone.

(a) Updated training on equipment and procedures, by qualified personnel, shall be provided as needed.

(b) Bargaining unit members shall receive training on assigned equipment as needed.

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

15.10(a) The bargaining unit mechanics in the Municipal Services Department will receive up to \$800.00 reimbursement for tools purchased each year, to be paid at the bargaining unit member's anniversary date of hire. This reimbursement shall only be for tools approved by the Director or his/her designee and based upon paid receipts.

(b) The City will replace tools and equipment lost, stolen, and/or destroyed through no fault of the bargaining unit member. The bargaining unit member will furnish an itemized inventory of personal tools to the supervisor and update such list as tools are added. Any loss will be reported in a timely manner.

15.11 Bargaining unit members shall be provided immunizations, at the City's expense, where there is a clear and potential risk of exposure to the bargaining unit members and where the immunization may effectively protect the bargaining unit members. The bargaining unit members will assume the risk of any immunization program.

15.12 When a bargaining unit member is required by the City to carry a City mobile phone, the City shall be responsible for the cost of the phone and its maintenance.

15.13 (a) Bargaining unit members required to work three (3) 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 three (3) 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 three (3) hours before the regular work hours of a bargaining unit member. This meal allowance provision shall also 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 three (3) 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.

(c) The above provisions shall not apply to snow removal work.

ARTICLE 16. OUT OF POSITION PAY

16.1 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 two (2) hours or more the bargaining unit member will be paid for all hours worked in this out-of-position classification, at a rate of five percent (5%) above his/her current base pay or the entry rate of the pay range of the classification being filled, whichever is greater. Out-of-position assignment will go to the most senior qualified bargaining unit member in a particular crew or function of the Division (Parks Maintenance, Recreation Programming Tourism Maintenance, Street Maintenance Central Garage, Building Maintenance, Neighborhood Services, Animal Services, Environmental Services, Utilities, Police Records Unit, Information Technology Unit, Municipal Court, and Finance).

16.2 A bargaining unit member who is temporarily assigned to a supervisory/foreman position classification and such position classification is paid at a higher salary rate than the rate for the bargaining unit member's regular position classification and the bargaining unit member works at such position classification for two (2) hours or more the bargaining unit member will be paid at the higher rate for all hours worked in this out-of-position classification, at a rate of five (5%) above his/her current base pay rate or the entry rate of the pay range of the position being filled, whichever is greater.

16.3 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.

16.4 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.

ARTICLE 17. VACATION LEAVE AND DAYS OFF

17.1 All regular full-time bargaining unit members shall accrue vacation leave as follows:

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

All regular part-time bargaining unit members shall accrue vacation leave on a proportional basis to the schedule above. The basis of the accrual shall be the ratio of the bargaining unit member's regularly scheduled work hours per pay period divided by 80.

17.2 Accumulation of Vacation Leave

(a) Bargaining unit members may accumulate vacation leave credit up to a maximum of four hundred (400) hours. This leave shall be referred to as the "authorized accumulated vacation leave" and will be credited to the first register of vacation leave accrual. The amount of accumulated vacation leave credited to the first register of vacation leave accrual shall never exceed four hundred (400) hours.

(b) In addition to (a) above, bargaining unit members may continue to earn and credit in a separate account an amount equal to the bargaining unit member's annual accrual of vacation leave credit. This vacation leave is not "authorized accumulated vacation leave" and is permitted solely for the purpose of allowing bargaining unit members and their supervisors an opportunity to schedule vacations throughout the year without loss to the bargaining unit member of vacation leave credit prior to their scheduled vacation leave dates. The vacation leave in this category will be credited to the second register of vacation leave accrual. The amount of accumulated vacation leave credited to the second register of vacation leave accrual shall never exceed an amount equal to the bargaining unit member's annual accrual of vacation leave credit.

(c) There will not be any additional accumulation or accrual of vacation leave credit in excess of the maximums allowed in Sections (a) and (b) above. Any accrual of vacation leave credit in excess of the maximum hours allowed, which would be possible as a result of service time, will be forfeited and not be credited toward any future accumulation of vacation leave credit.

17.3 When vacations or other scheduled leave is granted, the length of service with the City, by position classification, will be the controlling factor in granting vacation.

17.4 (a) Bargaining unit members must request vacation time in writing to their immediate supervisor or division manager in his or her absence. Bargaining unit members will be provided a written notice of approval or denial of the request within 72 hours after the request is submitted

(b) The above Subsection (a) of this Section notwithstanding, with short notice bargaining

unit members may request and be granted vacation leave.

- (c) The cancellation or denial of vacation will only occur for just cause after the review of the department director or his/her designee.
- (d) Account Information Representatives within Utility Billing will select their vacation on a rotating basis by seniority, with each employee selecting one week each round until all vacation has been scheduled.

17.5 Bargaining unit members will receive monthly notification of all leave balances.

ARTICLE 18. HOLIDAYS

18.1 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

18.2 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 a half times (1½) 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) Bargaining unit members working shifts at the Police Department shall recognize the actual holiday instead of the observed holiday.

(d) Holidays which occur during vacation leave shall not be charged against vacation leave.

18.3 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 notification to the bargaining unit member's supervisor. Bargaining unit members are encouraged to provide

as much advance notice as is possible.

ARTICLE 19. SICK LEAVE/FUNERAL LEAVE AND INJURIES

19.1 Sick Leave

(a) **Accrual of Sick Leave Credit** – Full time bargaining unit members shall accrue sick leave credit at the rate of eight (8) hours for each calendar month employed. Part time bargaining unit members will earn sick leave credit each month in proportion to the expected scheduled work hours per pay period divided by eighty (80).

(b) **Calculation of Sick Leave Credit** – Bargaining unit members initially hired on or prior to the fifteenth (15th) day of the month shall accrue sick leave credit beginning on the first (1st) day of that month. Bargaining unit members initially hired subsequent to the fifteenth (15th) day of the month shall accrue sick leave credit beginning on the first (1st) 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 and accrued amounts may be used for payment during such member's absence at that time.

(d) **Absence Notice** – Bargaining unit members who work shifts or snow removal 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 (1st) 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 or his/her designee. 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 or his/her designee to submit a physician's certificate before returning to work.

(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: Bargaining unit member's spouse, parents, brother, sister, daughter, son, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, half- brother/sister, grandparents, grandchildren, stepmother/father, stepbrother/sister, stepchild and the parents, brother or sister of the bargaining unit member's spouse.

19.2 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 or his/her designee.

19.3 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 19.3(d) 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 Statutes. (Full salary as used above is comprised of two components. The first component is that which is provided and governed by the Workers' Compensation Statutes, RSMo. 287, including any reductions in benefits as permitted by law. The second component is an amount provided by the City. The two are separate components and a modification in one will not necessitate a corresponding adjustment in the other.) 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, less any statutory reductions allowed to the temporary disability payments, 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) Bargaining Unit members who receive a cleaning or clothing allowance will not receive this allowance while on worker's compensation leave.

(d) 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.

19.4 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. In order to receive paid Military Leave, competent orders and sufficient prior notice must be received by the Human Resources Director or his/her designee. 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.

19.5 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 or his/her designee 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 or his/her designee. The City Manager may grant a 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.

19.6 Funeral of Fellow Employee

If a bargaining unit member serves as a pallbearer at the funeral of a coworker or retired coworker, the department director or his/her designee 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

19.7 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 hours

16 through 25 years of service: up to 780 hours

26 or more years of service (or line of duty disability/death): up to 1040 hours

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. 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.

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:

Class	Annual Contribution
9	\$179
8	\$188
7	\$204
6	\$215
5	\$224
4	\$236
3	\$247
2	\$260
1	\$311

For those employees in positions required to perform Snow Duty, the annual contributions are as follows:

Class	Annual Contribution
9	\$185
8	\$194
7	\$211
6	\$222
5	\$231
4	\$243
3	\$255
2	\$268
1	\$321

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%

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.

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 Street Maintenance Worker II 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 \$1,110 (5 x \$222). An Animal Services Officer with 3.9 years of service would receive an initial contribution from the City in the amount of \$741 (3 x \$247).

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 Street Maintenance Worker II in the first example above would receive \$555 on July 1, 2021 and \$555 on July 1, 2022, and would also receive his or her annual \$222 contribution, for a total contribution amount of \$777 each year in 2021 and 2022, and then \$222 per year thereafter.

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 20. TEMPERATURE

20.1 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. 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.

20.2 Contracting Work- The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, or repair of the City's property. 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 21. SNOW REMOVAL

21.1 Snow operations are outlined in the "City of Independence Winter Operations Policy & Procedures Manual. Certain sections of the manual shall not be modified without consultation from an authorized IBEW Representative. This sections are specified in the manual.

21.2 All members in job classifications where snow duty is mandatory, and any members in job classifications where snow duty is optional and who commit to participate in snow duty for the next upcoming snow season, shall be compensated in accordance with the alternate wage table set out in Appendix B. All members who participate in snow duty, whether on a mandatory or voluntary basis, are required to be on standby and subject to callout from November 25 through March 15 each year (the "snow season"), and also on any dates outside the snow season when snow is in the forecast and the City provides at least twenty-four hours' notice of the potential for snow duty callout. Any snow duty team member who is traveling outside the metropolitan area outside of snow season will be excused from standby obligations during those dates. It is mutually agreed that the additional compensation of 3.1% provided under Appendix B is intended to fully compensate all snow duty team members for all standby duties relative to snow operations, both during the snow season and when snow is forecast outside the snow season. Bargaining unit members who participate in snow duty shall not receive any additional compensation for their snow-related standby obligations, and shall not be eligible for callout pay when called out for snow removal duty. At no time now or in the future will this additional compensation be used to suggest bargaining unit members are on-standby outside of snow operations.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 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.

22.2 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.

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

22.3 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:

(a) Step 1. Any employee having a grievance should first discuss it with his or her Union Steward and/or Business Representative. If the grievance cannot be resolved, the employee and the Union Steward and/or Business Representative 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) calendar days of the date that the action complained of was known, or reasonably should have been known, to the employee.

(b) Step 2. If a satisfactory settlement of the grievance cannot be reached, or if an answer is not being 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 and/or the Business Representative, the immediate supervisor, and the division head shall make every effort to settle the grievance at this level.

(c) Step 3. If the grievance is not settled at Step 2, it may be submitted to the Director or his/her designee, in writing, within ten (10) calendar days from the receipt of the Step 2 answer. The Union Steward and/or the Business Representative of the Union and the Director and/or their designees 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.

(d) Step 4. If the Union and City have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, it may be submitted to arbitration, as set in Article 23 of this Agreement. The provisions of Article 23 are intended by the parties to replace access to the Personnel Board established under the City's Personnel Policies.

22.4 (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 (1) year after the discipline is issued, provided the employee has not received additional discipline during the intervening period. Written warnings shall be deactivated two (2) 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) Disciplinary Suspensions – At the City's sole discretion, suspensions may be implemented immediately or at any time during the disciplinary or grievance procedure. In the event discipline is reduced, the City shall provide any back pay owed. Suspensions without pay pending termination may be implemented immediately. 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 per assessed day.

ARTICLE 23. ARBITRATION

23.1 Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within ten (10) working days following the decision of Step 3 in Article 22 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) working days following the decision of Step 3 in Article 22, the grievance shall be deemed abandoned.

23.2 Selection of Arbitrator - Within ten (10) working days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional panel containing 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 first selection determined by a coin toss, 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.

23.3 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.

23.4 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 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 25. SAVINGS CLAUSE

25.1 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.

25.2 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 26. PROFESSIONAL STANDARDS UNIT FILES

26.1 Bargaining unit members within the Police Department may on their own time review, during regular business hours, their personnel records maintained in the Chief's Office or the Human Resources Department.

Copies of Professional Standards Unit files concerning their specific investigation will, upon receiving a signed release, be provided to the IBEW bargaining unit, or counsel for the IBEW bargaining unit, to allow the IBEW bargaining unit to meet its duty for fair representation and to prepare for the defense of bargaining unit members during the course of a grievance board hearing or arbitration. At the end of the grievance board hearing or arbitration, those files (and all copies thereof) will be returned to the Professional Standards Unit.

ARTICLE 27. DURATION

27.1 This Work Agreement shall be effective as of July 1, 2021 and shall remain in effect to until June 30, 2024. No earlier than ninety (90) days prior to the end of the Work Agreement, either party may request, in writing, that negotiation 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.

27.2 It is understood that an agreement on a concept during the term of one Work Agreement is not binding on the parties in the next Work Agreement.

ARTICLE 28. SUCCESSIONSHIP

28.1 The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assignees 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.

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

Appendix A: Wages

FY 2021-22 Step System					
	Entry	1	2	3	4
9					
Custodian	\$13.73	\$14.31	\$14.91	\$15.54	\$16.20
Mail Carrier/Copy Center Aide					
Nutrition Site Aid					
8					
Clerk II	\$14.41	\$15.02	\$15.65	\$16.31	\$17.00
PRT Maintenance Worker I					
7	\$15.04	\$15.67	\$16.33	\$17.02	\$18.49
6					
Animal Care Technician	\$16.53	\$17.22	\$17.94	\$18.70	\$19.48
PRT Maintenance Worker II					
Street Maintenance Worker II					
5					
Account Information Rep	\$16.53	\$17.22	\$17.94	\$18.70	\$20.25
Police Technician I					
Utility Clerk					
Utility Clerk-Water					
4					
Account Clerk II	\$18.07	\$18.83	\$19.62	\$20.45	\$21.31
Police Technician II					
Recreation Coordinator					
3					
Animal Services Officer	\$18.93	\$19.73	\$20.57	\$21.45	\$22.37
Building Maintenance Worker II					
Fleet Parts Room Clerk					
Street Maintenance Worker III					
Sign & Marking Technician					
2					
Accounts Payable Specialist	\$19.87	\$20.71	\$21.60	\$22.52	\$23.48
Accounts Receivable Specialist					
Accounts Specialist					
Assistant Foreman					
Fleet Technician II					
Parks Naturalist					
PRT Maintenance Worker III					
Senior Street Maintenance Worker					

1					
Building Maintenance Worker III					
Computer Operator II					
Fleet Technician III	\$23.90	\$24.90	\$25.94	\$27.02	\$28.15
Property Maintenance Officer					
Public Health Inv II					

FY 2022-23 Step System					
	Entry	1	2	3	4
9	\$14.00	\$14.60	\$15.21	\$15.85	\$16.52
Custodian					
Mail Carrier/Copy Center Aide					
Nutrition Site Aid					
8	\$14.70	\$15.32	\$15.96	\$16.64	\$17.34
Clerk II					
PRT Maintenance Worker I					
7	\$15.34	\$15.98	\$16.66	\$17.36	\$18.86
6	\$16.86	\$17.56	\$18.30	\$19.07	\$19.87
Animal Care Technician					
PRT Maintenance Worker II					
Street Maintenance Worker II					
5	\$16.86	\$17.56	\$18.30	\$19.07	\$20.66
Account Information Rep					
Police Technician I					
Utility Clerk					
Utility Clerk-Water					
4	\$18.43	\$19.21	\$20.01	\$20.86	\$21.74
Account Clerk II					
Police Technician II					
Recreation Coordinator					
3	\$19.31	\$20.12	\$20.98	\$21.88	\$22.82
Animal Services Officer					
Building Maintenance Worker II					
Fleet Parts Room Clerk					
Street Maintenance Worker III					
Sign & Marking Technician					
2	\$20.27	\$21.12	\$22.03	\$22.97	\$23.95
Accounts Payable Specialist					
Accounts Receivable Specialist					
Accounts Specialist					
Assistant Foreman					
Fleet Technician II					
Parks Naturalist					
PRT Maintenance Worker III					
Senior Street Maintenance Worker					

1					
Building Maintenance Worker III					
Computer Operator II					
Fleet Technician III	\$24.38	\$25.40	\$26.46	\$27.56	\$28.71
Property Maintenance Officer					
Public Health Inv II					

FY 2023-24 Step System					
	Entry	1	2	3	4
9					
Custodian	\$14.28	\$14.89	\$15.51	\$16.17	\$16.85
Mail Carrier/Copy Center Aide					
Nutrition Site Aid					
8					
Clerk II	\$14.99	\$15.63	\$16.28	\$16.97	\$17.69
PRT Maintenance Worker I					
7					
	\$15.65	\$16.30	\$16.99	\$17.71	\$19.24
6					
Animal Care Technician	\$17.20	\$17.92	\$18.66	\$19.46	\$20.27
PRT Maintenance Worker II					
Street Maintenance Worker II					
5					
Account Information Rep	\$17.20	\$17.92	\$18.66	\$19.46	\$21.07
Police Technician I					
Utility Clerk					
Utility Clerk-Water					
4					
Account Clerk II	\$18.80	\$19.59	\$20.41	\$21.28	\$22.17
Police Technician II					
Recreation Coordinator					
3					
Animal Services Officer	\$19.89	\$20.73	\$21.61	\$22.54	\$23.50
Building Maintenance Worker II					
Fleet Parts Room Clerk					
Street Maintenance Worker III					
Sign & Marking Technician					
2					
Accounts Payable Specialist	\$20.67	\$21.55	\$22.47	\$23.43	\$24.43
Accounts Receivable Specialist					
Accounts Specialist					
Assistant Foreman					
Fleet Technician II					
Parks Naturalist					
PRT Maintenance Worker III					
Senior Street Maintenance Worker					

1					
Building Maintenance Worker III					
Fleet Technician III	\$24.87	\$25.91	\$26.99	\$28.11	\$29.29
Property Maintenance Officer					
Public Health Inv II					

Exhibit A - Notes:

1. New employees will be hired in at the entry rate and earn that pay for the first full year of employment.
2. New employees with 3 or more years' verified experience can be hired at Step 1.
3. New employees with 5 or more years' verified experience can be hired at Step 2.
4. On a one-time basis, current employees as of July 1, 2021 with verified equivalent experience may be moved to Step 1 (with 3 or more years' experience) or Step 2 (with 5 or more years' experience).
5. There is one year of service between each step. Step raises will be awarded on anniversary dates within position.
6. Effective August 1, 2021, all current bargaining unit members will be slotted into the appropriate Step in accordance with years of service in their job classification unless otherwise covered in Article 15.2.
7. Step 5 in Grades 5 & 7 are \$0.75 above the standard step value.
8. Wage scales in years 2 and 3 are adjusted based on a 2% across the board raise for each Step.
9. Those members previously in Step 5 that are now in in Step 4 not receiving a Step Increase on or before August 1, 2021 will receive a lump sum payment equivalent to 2.5% of their annual base rate within 30 days of contract ratification.

Appendix B: Snow Duty Wage Table

FY 2021-22 Snow Duty Step System					
	Entry	1	2	3	4
9	\$14.16	\$14.75	\$15.37	\$16.02	\$16.70
8	\$14.86	\$15.49	\$16.14	\$16.82	\$17.53
7	\$15.51	\$16.16	\$16.84	\$17.55	\$19.06
6	\$17.04	\$17.75	\$18.50	\$19.28	\$20.08
5	\$17.04	\$17.75	\$18.50	\$19.28	\$20.88
4	\$18.63	\$19.41	\$20.23	\$21.08	\$21.97
3	\$19.52	\$20.34	\$21.21	\$22.11	\$23.06
2	\$20.49	\$21.35	\$22.27	\$23.22	\$24.21
1	\$24.64	\$25.67	\$26.74	\$27.86	\$29.02

FY 2022-23 Snow Duty Step System					
	Entry	1	2	3	4
9	\$14.44	\$15.05	\$15.68	\$16.34	\$17.04
8	\$15.15	\$15.80	\$16.46	\$17.15	\$17.88
7	\$15.82	\$16.48	\$17.17	\$17.90	\$19.44
6	\$17.38	\$18.11	\$18.87	\$19.67	\$20.49
5	\$17.38	\$18.11	\$18.87	\$19.67	\$21.30
4	\$19.00	\$19.80	\$20.63	\$21.51	\$22.41
3	\$19.91	\$20.75	\$21.63	\$22.56	\$23.52
2	\$20.90	\$21.78	\$22.71	\$23.68	\$24.69
1	\$25.13	\$26.19	\$27.28	\$28.41	\$29.60

FY 2023-24 Snow Duty Step System					
	Entry	1	2	3	4
9	\$14.73	\$15.35	\$15.99	\$16.67	\$17.38
8	\$15.46	\$16.11	\$16.79	\$17.49	\$18.24
7	\$16.13	\$16.81	\$17.52	\$18.26	\$19.83
6	\$17.73	\$18.47	\$19.24	\$20.06	\$20.90
5	\$17.73	\$18.47	\$19.24	\$20.06	\$21.72
4	\$19.38	\$20.20	\$21.05	\$21.94	\$22.86
3	\$20.31	\$21.16	\$22.06	\$23.01	\$24.00
2	\$21.31	\$22.21	\$23.17	\$24.16	\$25.19
1	\$25.64	\$26.71	\$27.82	\$28.98	\$30.20

¹This additional compensation is only added to base wage rates for City budgeting purposes. In the event the City conducts a comparison of wage rates, compensation for Snow Duty will not be factored in to any comparison. In conducting any comparison, the City will identify how snow duty is compensated for in those impacted positions to ensure an accurate comparison.

Appendix C: Uniform Allotments

DEPARTMENT	POSITION	CLOTHING	COLD WEATHER CLOTHING	PROTECTIVE EQUIPMENT		
				FOOTWEAR	PRESCRIPTION GLASSES	GLOVES
Parks, Recreation and Tourism ¹	Assistant Foreman	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	PRT Maintenance Worker I	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	PRT Maintenance Worker III	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Parks Naturalist	6 shirts initial hire, 2 shirts annual	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
Municipal Services ¹	Custodian	10 shirts, no pants	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Lead Custodian	10 shirts, no pants	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Street Maintenance Worker I	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Street Maintenance Worker III	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Building Maintenance Worker I	10 shirts, no pants	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Building Maintenance Worker II	10 shirts, no pants	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Building Maintenance Worker III	10 shirts, no pants	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Fleet Parts Room Clerk	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Sign and Marking Technician	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Fleet Technician I	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Fleet Technician II	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Senior Street Maintenance Worker	11 pant & 11 shirts (long/short sleeve mix)	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed	\$200 allowance every two years	City provided; replace as needed
	Property Maintenance Officer	6 shirts initial hire, 2 shirts annual	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed		City provided
	Mail Carrier/Copy Center Aide	None	\$150 annual allowance for cold weather gear and footwear	See "Cold Weather Clothing"		See "Cold Weather Clothing"
	Police Technician I	6 shirts annually	1 sweater or jacket upon initial hire, replace as needed			
	Police Technician II	6 shirts annually	1 sweater or jacket upon initial hire, replace as needed			
Health Department ¹	Kennel Officer	1 shirt per weekly shift worked				
	Animal Services Officer	1 shirt and pant per weekly shift worked				
	Public Health Investigator II	6 shirts initial hire, 2 shirts annual	3-in-1 jacket, coat, or jacket; replace as needed	\$150 first two years of service, \$225 thereafter, replace as needed		City provided
						City provided
¹ City, at its sole discretion, may provide uniforms and laundered through a service or purchased and supplied to the employee						

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