

WORK AGREEMENT

Between

City Of Independence, Missouri

and

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union
Local No. 13558



Effective July 3, 2022 through June 30, 2025.

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AGREEMENT

INTRODUCTION:

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, to be effective as of July 3, 2022, between the CITY OF INDEPENDENCE, its successors and assigns, hereinafter referred to as the "City" and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, on behalf of its members in Local Union No. 13558, hereinafter referred to as the "Union," representing certain employees of the City hereinafter referred to as "bargaining unit member" or "bargaining unit members":

BARGAINING UNIT:

The bargaining unit shall consist of the following employees of the City of Independence Water Department:

All the production, construction, maintenance, operation and distribution employees, excluding office and clerical employees, laboratory employees, superintendents, assistant superintendents, and any other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action.

PURPOSE OF AGREEMENT:

The City and the Union desiring to define their respective rights, duties and obligations concerning wages, hours and other conditions of employment, hereinafter dealt with, for and in consideration of the respective and mutual covenants and under-takings hereinafter enumerated, **DO HEREBY AGREE AS FOLLOWS:**

Article I - RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent on matters pertaining to salaries and other conditions of employment of the above-described bargaining unit.

Article II - MANAGEMENT RIGHTS

Section 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 the Department as such rights existed prior to the execution of this or any previous agreement with the Union.

Section 2. Without limiting the generality of the foregoing, the rights of management which are not abridged by this Agreement include, but are not confined to, the right to direct, employ, promote, transfer, demote, discipline, and discharge bargaining unit members in the interest of good service and proper conduct of the Department subject to the terms and provisions of this Agreement, and to make, change, and enforce reasonable work, attendance, and safety rules.

Section 3. The City agrees that it will not send any bargaining unit member home unjustly and ask another employee to do his/her work.

Article III - NEW, PROMOTED OR TRANSFERRED BARGAINING UNIT MEMBERS

Section 1. It is mutually agreed that the City shall not be hampered in the selection of new bargaining unit members.

(a) The probationary period shall be regarded as a working test during which a bargaining unit member, newly appointed or promoted, is required to demonstrate that his/her performance meets the required standards of the position to which he/she has been appointed or promoted. All classified bargaining unit members appointed or promoted to regular full-time or regular part-time positions shall be included.

(b) The probationary period for bargaining unit members in the Bargaining Unit in the Water Department, whether originally appointed or promoted, shall be for a period of six (6) months. If a bargaining unit member on probation is transferred, he/she shall begin a new six (6) month period of probation for that position upon assuming the new position. Any bargaining unit member on a probationary status will not affect his/her eligibility of bidding rights.

(c) If a probationary bargaining unit member is absent exceeding thirty (30) calendar days during the probationary period, such time shall not be considered toward completion of the probationary period. Notwithstanding this provision, a bargaining unit member on probationary status who enters active military service with the Armed Forces of the United States shall be entitled to all of the provisions of Section 105.270, R.S.Mo., 1959.

(d) At least two (2) merit evaluation reports shall be submitted during the initial probationary period; one at the end of the third (3rd) month, and one two (2) weeks prior to completion of the six (6) months' period. In the case of promotion, a single evaluation shall be completed two (2) weeks prior to completion of six (6) months service.

(e) At any time prior to granting of regular status, an initial probationary bargaining unit member may be separated from employment. Such action cannot be appealed or grieved, except if the bargaining unit member feels that the separation is due to discrimination as defined in Article II.G.1 of the City of Independence Personnel Policies and Procedures Manual.

(f) If during the required probationary period following a promotion the bargaining unit member's merit ratings show an inadequate performance and subsequent lack of substantial improvement, the department head may serve written notice that he/she intends to recommend denial of permanent status. Such notice must be submitted at least two (2) weeks prior to the effective date of denial. Upon the recommendation of the Human Resources Director and the approval of the City Manager, the denial shall become effective on the date recommended by the department head. The bargaining unit member shall have the right to submit the matter to the grievance procedure outlined in these policies.

(g) In the event a bargaining unit member chooses not to accept a promotion or transfer, it shall have no effect upon his/her future opportunities for promotion or transfer. Likewise, should a bargaining unit member be promoted or transferred and they prove incapable of holding such position, they shall be returned to their former position without prejudice or loss of any rights or privileges, provided their reinstatement does not permanently alter the existing Table of Organization of the Water Department.

Article IV - PREVIOUS CONDITIONS

Section 1. All rights and privileges previously enjoyed by the bargaining unit members, over which the City has any control, and previous conditions of hours and work, which are not contrary to the terms of this Agreement shall not be abridged because of this Agreement.

Article V - STANDARD OPERATING PROCEDURES

Section 1. There shall be a set of procedures which tend to clarify and interpret this Agreement, currently referred to as Letters of Understanding (Appendix "B"), that are in place as of the ratification of this Agreement and are included as an attachment to this Agreement. These Letters of Understanding may be amended upon the recommendation of the Director of the Water Department and the Union with the approval of the City Manager. Any modifications to these Letters of Understanding will be filed by the Director of the Water Department with the City Clerk.

Section 2. Notwithstanding Section 1 above, the City shall be allowed to establish such standard operating procedures as it deems necessary for the safe, proper and efficient operation of the Water Department. These procedures shall not be inconsistent with the terms of this Agreement.

Article VI - CHECK-OFF

Section 1. During the life of this Agreement the City agrees to deduct from any bargaining unit member's wages the initiation fees and dues designated by the International Treasurer of the International Union, and assessments approved by the International Union, provided a signed authorization for such deduction and payment has been properly filed with the City and provided he or she has received pay for five (5) or more days during the calendar month for which the deduction is made. Remittance of the monies so collected each month shall be made promptly to the International Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, at the address which he authorizes for this purpose.

Section 2. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

Article VII - BULLETIN BOARD

Section 1. Bulletin Boards shall be provided by the City in all locations affecting the bargaining unit members covered by this Agreement, to be used only for posting the Union's official bulletins and notices.

Article VIII - SENIORITY AND BIDDING PROCEDURE

Section 1.

(a) Seniority is the right accruing to bargaining unit members through length of service which entitles them to the preferences provided for in this Agreement.

(b) The length of service for the purpose of determining seniority of the bargaining unit members of the Water Department who were employed on April 1, 1986 shall be from the date of last employment by Missouri Water Company which is on record at the Human Resources Department. For all other bargaining unit members it shall be the date of first employment in a classification covered by the Bargaining Agreement. A voluntary quit or discharge or failure to report for service within fifteen (15) days after notice has been sent out by registered mail to his/her last known address, when being recalled after a lay-off, breaks seniority, and any seniority previously established by such bargaining unit member shall be forfeited. A bargaining unit member's seniority shall likewise be broken if he/she is retired, he/she accepts employment during or fails to report to work at the expiration of any approved leave, or he/she is laid off for a period of twelve (12) months, provided that laid off bargaining unit members with five (5) years or more continuous service shall retain seniority for a period of thirty-six (36) months. Seniority shall also be broken by absence due to sickness or injury exceeding twelve (12) months, except that seniority shall be broken by absence due to sickness or injury exceeding twenty-four (24) months for bargaining unit members with five (5) years or more continuous service with the City, unless time is extended by mutual agreement. The only exception to this method of determining seniority shall be as provided in Article III, Section 2 and as provided in Section 1(e) of this Article, by a leave of absence in writing granted by the management of the City and signed by Local Union, or by enlistment when the bargaining unit member is subject to induction or by induction in the Armed Forces of the United States of America.

(c) A revised seniority list shall be prepared semiannually from the service records of the City and posted on the bulletin boards of the Department, which will be provided under the provisions of Article VII. Any exception taken to the seniority as shown on the list shall be reconciled by the Union and the City within thirty (30) days after the list is posted, after which the list shall be considered accurate as of the date of posting.

(d) In promotions, demotions, lay-offs and rehiring, seniority shall govern, provided that the senior bargaining unit member is capable of learning the work available. Preference shall be given to a bargaining unit member currently serving in the classification or who has previously served in the classification of the current opening, regardless of seniority, so long as that member has served in the

classification for six consecutive months or more. Any dispute arising under the provisions of this Section, after promotion, demotion, transfer or rehiring, shall be subject to review through the procedure for settlement of disputes, as provided in Article XXIII hereof.

(e) The City may hire temporary employees in the Laborers classification only. Such employees shall not be subject to the provisions of this Agreement except for the rate of pay which will be eighty percent (80%) of the starting rate of pay for the Laborer Classification listed in Appendix A. These temporary employees may be hired for a ninety (90) day period during the months of May through August. If the employee remains with the City beyond a ninety (90) day period, he/she will be considered to be a probationary bargaining unit member with three (3) months probationary time accrued. Government funded employment and training program personnel shall not be subject to the provisions of this Agreement and may be utilized, provided that no more than three (3) positions are filled in a calendar year and they are limited to ninety (90) days or less of employment. Their work shall be limited to the following duties: mowing, washing windows, sweeping, or cosmetic painting.

(f) A regular bargaining unit member may be temporarily assigned to another position within the Department for a period of not exceeding sixty (60) days in a rolling calendar year, if in the opinion of the management such assignment is necessary for the efficient operation of the Department. This limit shall not apply to overtime work assignments.

(g) Bargaining unit members bidding on a vacant position shall submit their bid by email to humanresources@indepmo.org, or via such other electronic system as the City shall indicate.

Section 2.

(a) Should the City find it necessary to create a new classification or change an existing classification, the City and Union will negotiate the job description including, but not limited to, shift, work week, hours of work, job duties, and rate of pay. 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.

Should the Union find that job descriptions need to be updated to accurately reflect current duties and requirements for any position, the Union may propose such updates to the City. The City will review and respond to any Union proposals.

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. In the case of a newly created job description the City's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

(b) New jobs created shall be posted on the Bulletin Board and contain the following information: Shift, Work Week, Hours of Work, Job Classification, Descriptions, and Rate. Notice shall be posted within ten (10) work days after the new job is created or the vacancy occurs and shall remain posted for a period of three (3) work days during which time bargaining unit members shall have the opportunity to bid. Jobs posted under the above procedure shall be filled within sixty (60) calendar days after the third (3rd) day of posting. The City shall initially promote the bargaining unit member with the greatest seniority. Notice shall be given in writing to the Union as to any selection made. During the six (6) month qualifying period, the City will determine the qualifications and ability of the senior bidder in view of the requirements of the job, and in the event that no bids are received or that none of the bidders are accepted, the City may select any bargaining unit member it desires, who is willing to accept the position, or may fill the position with a new bargaining unit member. All offers

of promotion whether accepted or denied shall be in writing and signed by the bargaining unit member and the supervisor who made the offer. Any bargaining unit member who bids on a vacancy and receives it and is unable to satisfactorily fill the job shall return to the bargaining unit member's previous job under the same conditions as when he/she left it.

Bargaining unit members who accept and enter into a classification they have not previously worked in shall have the option at any time within sixty (60) calendar days from date of posting their vacated position to return to their immediately prior position, if City chooses to post that position.

If the bargaining unit member has previously worked in the classification on the shift, they are transferring to, they shall not be afforded the option to return to their immediately prior position within sixty (60) calendar days without first completing the normal bidding process and being awarded that position.

(c) The City shall furnish to the Union within three (3) days after the expiration of the posting period, a list of all bargaining unit members bidding on any job within the unit. This list shall be considered correct unless the Union notifies the City to the contrary within three (3) days.

(d) Bargaining unit members on leave of absence, or vacation, shall be afforded the opportunity to apply for any jobs becoming vacant, according to the terms of the bidding procedure. When there are bargaining unit members on leave of absence, or vacation, the City shall provide an adequate period of time to obtain bid from such bargaining unit members when requested to do so by the Union.

(e) Should a bargaining unit member on leave of absence, or vacation, bid and be accepted for an advertised job, the job will be filled temporarily for the duration of the leave of absence or vacation.

(f) When vacancies occur due to sickness, injury, or leave of absence and it can be determined that they will continue for a period of more than sixty (60) working days, then if such vacancies are to be filled, rather than being covered temporarily as needed, they shall be filled under the regular bidding procedure. Upon the return of the bargaining unit member who was absent, the bargaining unit member shall resume work in his/her former classification. The bargaining unit member filling the temporary vacancy shall return to the bargaining unit member's former classification.

Section 3.

(a) It is also agreed that when bargaining unit members are laid off from a classification because of shortage of work in the classification, they will be allowed to exercise their seniority in any classification as shown in APPENDIX "A" where they have the ability and seniority to do the work.

(b) Any bargaining unit member who is steadily employed in any job classification, shall not without his/her consent be transferred, due to lack of work, to any temporary work, and another bargaining unit member with less seniority, asked to do his/her work.

Section 4. Any dispute arising out of the application of provisions of this Article shall be settled as provided under Article XXIII of this Agreement.

Section 5. Bargaining unit members who may be laid off due to reduction in force shall keep the Union and the City advised as to their names and addresses and immediately upon any change of address, report the same to the Union and the City.

Section 6. Any bargaining unit member who is or was promoted or transferred to a position which requires or required withdrawal from the bargaining unit for less than six (6) months shall be allowed to return to the bargaining unit member's former position with the same benefits as would have accrued had the bargaining unit member not been promoted or transferred. Any bargaining unit member who has withdrawn from the bargaining unit for more than six (6) months shall lose his/her bargaining unit seniority.

Article IX - HOURS

Section 1. Eight (8) consecutive hours, except for lunch period, shall constitute a regular day's work. For all classes of bargaining unit members, except wherein continuous service operations require otherwise, five (5) consecutive days or nights, followed by two (2) consecutive days off, shall constitute a regular work week. For payroll purposes, it is agreed that the regular work week shall begin at 12:01 a.m. on Sundays and end on the following Saturday midnight. The City agrees to pay all bargaining unit members covered by this Agreement every two weeks on Friday for work done through the preceding Saturday.

Section 2. The basic hours of work for all personnel shall be forty (40) hours per week. Insofar as possible, the work week shall be performed on consecutive calendar days. All time worked in excess of forty (40) straight-time hours per week shall be considered overtime and bargaining unit members shall be paid therefore at the rate of time and one half (1 1/2) of the regular wage rate unless qualified for additional pay due to seventh (7th) day worked as provided in Article XII, Section 1.

Section 3. The hours of work shall be continuous except for time off for lunch, a lunch time of not less than thirty (30) minutes and not more than one (1) hour shall be allowed. The time for taking lunch shall be arranged for by the supervisor and the bargaining unit members working under the supervisor's direction and shall be at a time as close to the mid-point of the work period as practicable.

Article X - HOURS FOR REPORTING TO WORK

Section 1. A stated hour and place for reporting for work shall be given each bargaining unit member. Due notice of not less than twelve (12) hours shall be given by the management of any change in starting hours, except in cases of emergency. In case of construction workers, designation of place of reporting shall be announced before the close of work on the preceding day.

Section 2. The Departments Service & Maintenance/Construction shall report to work at 7:30 am to 4:00 pm. It is understood that these times are subject to change if work conditions or work situations would so require.

Article XI - PAY GOVERNING HOURS OF WORK AND INCLEMENT WEATHER

Section 1. The City shall not require bargaining unit members to perform work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. The immediate 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.

It is each division's intent to perform work that is of a nature that will not present any potentially harmful or damaging effect on the employee, and when emergency work is performed the worker will have adequate help and rest periods to ensure no one being exposed to harmful weather for longer periods than should be expected.

Emergency work will be deemed necessary:

- To provide constant service to the customer;
- To keep fire protection available and ready;
- To stop property (public and private) damage being caused by water mains, hydrant, etc., and;
- To insure a quality product, safe and hazard free, is delivered to the consumer.

During periods when bargaining unit members are not required to perform outside work because of inclement weather, they will perform assigned work with no change in rate of pay, or attend safety, training, or other similar meetings. It is each division's intent to use inclement weather days for job training purposes, cross-training purposes, preventative maintenance opportunities, and safety training purposes.

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 workers getting uncomfortably wet.

- (b) When the temperature is less than 20 degrees Fahrenheit as indicated by the thermometer located on the Service Building for those bargaining unit members reporting to work at the Service Building and by the thermometer at the Courtney Bend Treatment Plant for those bargaining unit members reporting there. Any question shall be resolved referencing the National Weather Service website for Independence, MO.

As a general rule the following types of work will be performed during periods declared as inclement weather.

Service Division

1. Turn-ons and set meters will be made on premises that are to be immediately occupied. Meters will not be set on new buildings just to test plumbing.
2. Turn offs and removal of meters will be made with the exception that meters will be left in meter wells.
3. Emergency shut off work will be performed.
4. Frozen meters will be changed out.
5. Doubles (read and leave on) will be worked.
6. Any shut offs requiring cleaning out or digging up curb boxes will be delayed. Service will be restored after payment by a single evening service worker.
7. Money collection from the water fill station will be made as scheduled.
8. High bill investigations will be performed inside the premise.
9. Any work deemed to be an emergency such as a public hazard, frozen meter changes, shut offs for broken plumbing, or frozen pipes and restoration of service (without digging up curb box) will be performed.
10. The reading of Rate J & C accounts when needed.
11. Retakes of meter reads when needed.

Construction/Maintenance Division

1. No installing of pipe or pipeline material will be done in temperatures below 20° F, including Smith taps, tie-ins, and other work performed by contractors.
2. Locations will be performed in emergency situations only.
3. All field inspections, including hydrant, hydrant valve, contractor installed jobs, etc., will be postponed until weather conditions change to the agreed safe working temperature. Leak investigation will continue with the exception that it shall be performed from within a vehicle when possible.
4. Any work normally performed outside the office and service building, like exterior building maintenance, roadway maintenance, trash pickup, etc. shall be delayed until the safe working temperature has been reached. In cases where snow or ice present a hazard to employees or customers, the hazard shall be removed with the use of all available equipment and some employee labor in areas where the equipment cannot get to.
5. The unloading of stores materials such as pipe, fittings, hydrant, and appurtenances shall be done.

Production Maintenance Division:

1. Grease and oil plant equipment.

2. Fill automatic well oilers and check recording piezometers.
3. Clear snow and ice from catwalks, sidewalks and roadways.
4. Thaw air and water lines required in the operation of the plant.
5. Change chlorine cylinders.
6. Unload chlorine cylinders, ammonia cylinders and phosphate.
7. Repair any treatment or pumping related equipment necessary to supply water to the public.

Production Operations Division:

Operators at the Courtney Bend Plant shall perform all necessary duties for the safe and efficient operation of the water plant.

In the event of severe life threatening weather, i.e. close lightning, hail, tornado or strong winds, the supervisor shall be notified as to any omissions of outdoor activities. Close coordination between the plant operator and the Utility Plant Maintenance/Relief Operator shall be maintained under these conditions.

Article XII - OVERTIME

Section 1. General Provisions.

- (a) Employees covered under this Agreement shall be eligible for overtime pay after 40 credited hours in any workweek. All straight time hours actually worked and all holiday hours paid shall be credited toward overtime eligibility. No other paid time will be credited toward overtime eligibility.
- (b) All overtime shall be paid for at the rate of one and one-half (1 ½) times the straight time rate.
- (c) Employees shall be paid double (2x) the straight time rate for all time worked on the seventh (7th) consecutive day within the bargaining unit member's regular work week. There shall be no pyramiding of overtime.
- (d) It is agreed that all overtime work shall be paid for in full, and bargaining unit members covered by this Agreement shall not be compelled to take time off to offset overtime hours worked.
- (e) The plant operations work week consists of one hundred sixty-eight (168) hours (24 hours/day x 7 days) of which one hundred sixty (160) hours are worked by Plant Operators and eight (8) hours (Tuesday day shift) are worked by CBP Utility Plant Maintenance/Relief Operators. Since the Utility Plant Maintenance/Relief Operators normally work the Tuesday shift, they will be first offered the opportunity to work any holidays or other scheduled overtime occurring during this Tuesday day shift.
- (f) All bargaining unit members who are called out while on vacation or personal leave shall receive a minimum of two (2) hours call-out at the double time rate of pay. If a bargaining unit member requests in writing for his/her supervisor to call them if overtime is available regardless of leave status, then the hours the employee works will be paid at the rate of time and one-half (1 ½) his/her regular wage rate. If the bargaining unit member is not available the bargaining unit member will be charged for the hours worked.
- (g) Employees in locator and leak truck positions that are on vacation, but have requested to be called for overtime while on vacation, will not be called first. If, during regular hours, the position was filled, such assigned employee shall be contacted first and the regular position employee shall be contacted next.

Section 2. Call Back.

(a) Any bargaining unit member(s) called back to work after leaving the City's premise shall receive a minimum of two (2) hours pay at the overtime rate, regardless of whether the job requires two (2) hours or not. If such a call-out is within one (1) hour or less preceding his/her regularly scheduled shift, they shall be paid a minimum of two (2) hours at the overtime rate, but will not be additionally compensated for the call-out time that extends into his/her regular shift. If the bargaining unit member is present at work before his/her shift begins and is requested to begin work before his/her regular shift, it would not be treated as a call-out and the bargaining unit member would be paid at the overtime rate for no less than a one (1) hour minimum for such time worked before his/her regular shift begins.

Section 3. Meal Allowance.

(a) Bargaining unit members required to work two (2) or more hour's overtime immediately after his/her regular work period shall be furnished a meal at the City's expense or allowed \$14.00 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 as set forth in Section 3(a) of this article 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 \$14.00 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 shall not receive a meal allowance.

Section 4. Overtime

Bargaining unit members who are scheduled to work the next shift after being called out for an after-hours leak that ends before 10:30 PM will be expected to report for work at the start of their next regular scheduled shift. If the call out for the after-hours leak occurs or extends past 10:30 PM, the bargaining unit member will receive a rest period equal to the number of hours worked after 10:30 PM, without loss of pay, at the beginning of their regular scheduled shift, then will report to work (excluding unpaid lunch period). At the end of the overtime work extending past 10:30 PM the supervisor will ask the bargaining unit member whether or not they will take the rest break. If the rest period is equal to or less than four (4) hours, the bargaining unit member will be expected to return to work at the end of their rest period. If the rest period is more than four (4) hours, and the bargaining unit member wishes not to return to work at the end of the rest period, they will be required to contact their supervisor one hour prior to their scheduled return time and request to take vacation, personal business or compensation time for the remaining hours of their regular shift. The Supervisor may either grant or deny the leave request at that time. If the call-out begins on or before 10:30 PM and extends to starting time, the rest period shall consist of the entire scheduled shift. If the employee chooses not to report at the appropriate time to their next shift as modified by the rest period, they will be required to take vacation, personal business, or compensation time for all hours not worked during their regular shift. Rest period will accumulate only up to normal starting time and paid rest period does not extend past normal quitting time. If the call out for an after-hours leak occurs within four (4) hours of the start time of the next regular scheduled shift, no rest break will be provided, however, the employee shall have the option to take vacation, personal business, or compensation time after working eight hours, including the hours worked before the start of their regular shift.

Bargaining unit members may accrue compensatory time, in lieu of overtime pay at the employee's option. No more than one hundred sixty (160) hours of such compensatory time may be carried over to the next pay period.

Section 5. ASSIGNMENT OF EMERGENCY AND OVERTIME WORK

(a) Insofar as practical, when overtime work is to be performed, the assignment of necessary bargaining unit members will begin with the available bargaining unit member having the least amount of recorded overtime among the bargaining unit members who would perform that type of work on

regular work days, provided that hours of duty do not become excessive. In making the assignment of overtime work, contact shall be either in person or by call to the telephone number last registered with the City by the bargaining unit member. In emergencies, bargaining unit members may be temporarily moved from one operation to another, and it is understood that the most available bargaining unit members may be called first.

When a bargaining unit member is hired into or bids into and commences work in a classification, his/her total accrued number of overtime hours shall be adjusted, only, if such adjustment is upward so that his/her total accrued overtime hours equals the highest number of total accrued overtime hours of any bargaining unit member in that classification.

In case of scheduled overtime, the assigned employee will still be considered low for any emergency overtime preceding such scheduled overtime.

(b) In the event it is required to work overtime on a particular job being performed during the regular working day, the required number of bargaining unit member(s) to finish the job will be first selected from the bargaining unit member(s) in the classification(s) who are working on that job which requires the overtime. The number of bargaining unit members required shall be determined exclusively by the City.

In making an emergency call-out assignment involving the emergency shut down of a fire hydrant, the call-out assignment will be made within the Service Worker classification first with the Service Worker assigned to Construction/Maintenance Division called first.

(c) When a bargaining unit member is assigned overtime he/she may request that he/she be excused and in the event the City assigns another bargaining unit member in his/her place, the excused bargaining unit member's record of total overtime hours will be increased by the number of overtime hours worked by the bargaining unit member who took his/her place. It is understood that a bargaining unit member's record of total overtime hours shall be increased for all time worked, excused or made available by the City's effort to "Contact" an employee not on approved leave unless specifically excepted as follows:

1. If an employee is on any of the following listed forms of "approved leave", a) vacation, b) sick leave, c) injury, d) Workers' Compensation Insurance, e) funeral leave, f) jury duty, g) military service, h) personal business leave, or i) approved leave without pay, no overtime hours will be charged to an employee for not being available to work the required overtime.

- (a) If an employee is on sick leave, the employee will not be called for overtime on that day. If the next day is a recognized City Holiday or is one of the two (2) consecutive days off within the employee's regular seven (7) day schedule the employee will be contacted on that day(s) if there is an overtime need. If the employee is still sick, the employee will not be charged a call-out and will not be called again until the next day.

- (b) If an employee is on vacation, or Personal Business leave, (eight (8) hours or more) the employee must sign whether or not to be called for overtime. If the leave form is not marked either way, the employee will not be called for overtime. If such employee marked the leave form to be called and the employee is called for overtime work, and the employee requests to be excused and excuse is granted, the employee will be charged the appropriate overtime hours. An employee on vacation or Personal Business leave will not be called unless the call is necessary to timely or properly complete the work force required to handle the job or emergency. If an employee takes less than eight (8) hours of vacation or Personal Business leave, the employee will be called for overtime.

- (c) An employee who is contacted to work overtime while on vacation, but who has not requested to be called, shall notify the supervisor that he/she is on vacation to ensure that the proper low overtime employee will be contacted.

For all other conditions; if an employee is called for overtime work and is either: a) not home (no answer); b) not home (other member of family answers); c) employee answers and

requests to be excused and excuse is granted; d) no phone registered with City; or e) when an answering machine is encountered, the calling supervisor shall leave his or her name, date, and time of call, the employee will be charged for equivalent overtime hours available to him but worked by another employee in accordance with Article XII, Section 5(c)

Also it is agreed and understood, that not all supervisors will be aware of every employee who is on "approved leave", and thus charges for overtime may result by mistake. When such mistake is made known, and a correction is justified, a correction to the record of overtime for such employee will be made.

If a bargaining unit member, who is eligible to be called for overtime, is bypassed for overtime, the employee shall be compensated for a percentage of the hours missed. The percentage shall be calculated as twice the amount of overtime hours worked Vs. overtime hours offered that the employee has worked during that contract year: $[2 \times (\text{O.T. Hours Worked} / \text{O.T. Hours Offered}) = \%]$. The employee shall only be charged for actual hours missed.

2. Filling Plant Operator Shift. When scheduled or unscheduled overtime occurs for an entire eight (8) hour shift with no Utility Plant Maintenance/Relief Operator on duty:

a) If time allows, offer the entire eight (8) hour shift to the operator off duty that day. The only exception to this is when the shift in question is a Tuesday day shift. The Tuesday day shift is to be offered to the Utility Plant Maintenance/Relief Operators.

b) If time does not allow for the off-duty operator to be contacted, split the shift between the two (2) operators already working that day – four (4) hours each. Or if the off duty operator declines, split the shift between the two (2) operators on duty – four (4) hours each.

c) If there is a Utility Plant Maintenance/Relief Operator on duty whose shift overlaps into the vacant shift, the first half of the vacant shift shall be offered to that Utility Plant Maintenance/Relief Operator on duty, in order of low overtime.

d) If all operators and on-duty Utility Plant Maintenance/Relief Operators decline the shift, offer four (4) hours to the remaining Utility Plant Maintenance/Relief Operators in order of low overtime and if more than one is low then based on seniority until the shift is filled. If it happens to be the day off for the Utility Plant Maintenance/Relief Operators – the full eight (8) hours can be offered.

e) Unless no other option exists, plant operators will not work more than twelve (12) hours in a rolling twenty-four (24) hour period.

Section 6. Records. Records of all overtime hours worked and overtime hours excused shall be maintained by the City and shall be available for inspection by the accredited Union representative on a monthly basis. The overtime assignments will be posted weekly on the bulletin boards of the City and a copy made available to the Union representative upon request. The City will post a list the work day after an overtime call has been worked containing the following information: 1) who was called, 2) who was excused, and 3) who performed the work.

On July 1 of each year during the term of the Agreement, and at the expiration date of this Agreement, the total overtime hours recorded for each bargaining unit member, in all classifications, will be reduced to zero. Seniority shall be the basis for calling out bargaining unit members, when such bargaining unit members have the same total overtime hours recorded.

Article XIII - SHIFT DIFFERENTIAL

Section 1. Bargaining unit members who are regularly assigned shift work which starts between the hours of 3:00 p.m. and 7:00 a.m. shall be paid five (5) percent of his/her straight time hourly rate of pay per hour in addition to his/her regular rate of pay for such hours worked. Bargaining unit members who are regularly assigned shift work who begin prior to 3:00 p.m. shall receive five (5) percent of his/her straight time hourly rate of pay per hour in addition to his/her regular rate of pay for such hours worked between 4:00 p.m. and 8:00 a.m. The above differential pay will apply to shift bargaining unit members for all paid hours, including the first thirty (30) days an employee is on light duty due to a work-related injury..

Article XIV - WAGE RATES

Section 1. The Union hereby accepts, on behalf of its members, the wage rates set opposite the respective job classifications set forth in Appendix "A" hereto attached and expressly made a part hereof for the work performed by the City's bargaining unit members within the said unit.

Section 2. All starting rates shown in Appendix "A" shall apply to new bargaining unit members for a period not exceeding six (6) months and to promoted bargaining unit members for a starting period of not exceeding thirty (30) days for bargaining unit members that have been in the Bargaining Unit for at least six (6) months.

If a promoted bargaining unit member has served in the same classification to which he/she is promoted for a cumulative period of thirty (30) full work days within one (1) year, or if the bargaining unit member has previously held that classification, he/she will be paid the regular rate.

If he/she has worked a portion thereof, he/she will be allowed a credit for each full day toward the thirty (30) day requirement for regular pay within one (1) year.

Section 3. All time spent on emergency call-out shall be paid at one and one-half times the employee's hourly rate.

Section 4. Bargaining unit members temporarily transferred or asked to work in a higher rated classification shall receive the regular rate of pay for such classification. When an employee who has been working out of classification returns to his or her regular classification, their rate of pay shall revert to the regular rate for their classification. Bargaining unit members temporarily transferred to a lower rated classification shall retain their regular base rate of pay.

Article XV - PAY FOR LOST TIME

Section 1. All full time probationary and permanent bargaining unit members shall be granted injury leave, in the event of an on-the-job injury, at eighty percent (80%) of the employee's base pay (which includes longevity pay, but excludes shift differential), for a period not to exceed thirty (30) weeks. A bargaining unit member who has exhausted his/her thirty (30) weeks and is receiving temporary disability payments under the Worker's Compensation laws may, in addition thereto, at his/her election, receive an amount of money equal to the difference between the disability payment and his/her regular salary up to the amount of his/her accumulated sick leave credit. Deduction shall be made from the bargaining unit member's accumulated sick leave credit for the amount of such additional payment.

Section 2. A bargaining unit member who has been incapacitated on or off duty and has been released by the City physician to perform modified duty work may be given modified duty work as determined by the Utility at his/her regular rate of pay. Modified duties may continue until such time that a release from the City's physician to perform regular duties is given or the City physician determines the bargaining unit member cannot perform the essential functions of the job.

Article XVI - VACATIONS WITH PAY

Section 1. All regular full-time employees shall receive vacation leave credit on a bi-weekly basis for each pay period including during the initial probationary period. Regular part-time bargaining unit members shall receive vacation leave on a proportional basis to his/her work schedule.

Section 2.

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

Less than sixty (60) months	80 hours
Sixty (60) to one hundred twenty (120) months	120 hours
One hundred twenty (120) months to one hundred eighty (180) months	160 hours
One hundred eighty (180) months and over	200 hours

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

(c) Temporary bargaining unit members are not eligible for vacation leave.

Section 3. Bargaining unit members may accumulate vacation leave credit up to the maximum allowed in the City's Personnel Policies and Procedures Manual. However, any bargaining unit member exceeding this maximum accumulation must take the necessary time off the subsequent year to maintain this formula, or forfeit any accumulation above the maximum.

Section 4. Each manager shall schedule vacation leave for bargaining unit members of the division, respecting the wishes of the bargaining unit members so far as such are compatible with the needs of the service. Vacation leave may not be taken by a bargaining unit member until the bargaining unit member has been in the service of the City for a continuous period of six (6) months and has been granted regular status.

Insofar as choice of vacation period lies with the bargaining unit member, system seniority shall determine the order of selections. If any bargaining unit member desires to change his/her selections after February 1, they can only select open dates.

(a) Vacations scheduled for the February 1 posting shall be by seniority. After February 1, selections shall be on first come basis regardless of seniority, whether it be one (1) day requested or one (1) week scheduled. No vacation will be scheduled prior to February 1 for the succeeding twelve-month period. All vacation request that have a 72 hour notice shall not be denied except in the case of emergencies, or if the absence would force overtime to ensure minimum staffing, or if the absence would exceed divisional maximums set out below:

1. Field Service – No more than two (2) bargaining unit members scheduled on approved leave per day.
2. Production – No more than two (2) bargaining unit members scheduled on approved leave per day, and no more than one (1) per shift.
3. Distribution – No more than three (3) maintenance and two (2) construction bargaining unit members scheduled on approved leave per day.

(b) Any period of vacation requested for less than one (1) week shall not fall under the provisions of the following paragraph.

If a bargaining unit member is told less than two (2) weeks before his/her requested vacation scheduling that operating conditions prohibit the taking of vacation, the bargaining unit member will be allowed to either reschedule the vacation at a later date or the bargaining unit member shall be paid one and one-half (1 ½) times his/her regular rate of pay for hours worked, in addition to his/her normal vacation pay.

Section 5. A 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.

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

Section 7. The vacation period begins at the end of the last regular scheduled work day immediately prior to the vacation and ends with the first regular shift on return.

Article XVII - HOLIDAYS

Section 1.

(a) The following days will be recognized as paid holidays:

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

Each employee shall additionally have one floating holiday to be scheduled in the same manner as vacation.

(b) If any of the above mentioned holidays occurs on Saturday, the holiday shall be observed on the previous Friday.

(c) If any of the above mentioned holidays occurs on Sunday, the holiday shall be observed on the following Monday.

Section 2. Bargaining unit members who as part of his/her regular work schedule are required to work on a recognized holiday, or a day observed as a holiday, shall receive eight (8) hours of holiday pay at his/her regular rate plus time and one-half (1½) his/her regular rate for regular shift hours worked on the holiday. Bargaining unit members who as part of his/her regular work schedule are scheduled to be off work on a recognized holiday, and are called in to work during the recognized holiday shall receive eight (8) hours of holiday pay at his/her regular rate plus two (2) times his/her regular rate for the hours worked on such recognized holiday. A bargaining unit member shall be paid holiday pay for the actual holiday, or for the day observed as the holiday, but not both.

Section 3. A bargaining unit member absent without leave from his/her scheduled tour of duty prior to, or following, one of the days observed by the City as a holiday, shall be considered absent without leave on the holiday and shall receive no holiday pay allowance.

Section 4. If any of the specified holidays fall on the first day off for a shift bargaining unit member, the first scheduled work day preceding shall be observed as the holiday; on a second day off for a shift bargaining unit member the first scheduled work day following shall be observed as the holiday.

Section 5. If a holiday is observed on a day which falls during the period that a bargaining unit member is entitled under Article XV to benefits in excess of Worker's Compensation payments, such day shall be considered as time lost by such bargaining unit member and he/she shall receive the difference between eight (8) hours pay at his/her regular rate and the Worker's Compensation payment. Benefits received under Article XVI and Article XVIII, shall not be affected by this Article. Bargaining unit members on leave of absence or bona fide lay-off shall not receive holiday pay.

Section 6. Any bargaining unit member who's day off during a shift falls within one (1) day of recognized or observed holiday shall have the opportunity to work said holiday or observed holiday in lieu of the day off in order to observe a three (3) day holiday with Supervisor approval. Excluding All Monday-Fridays Shifts.

Article XVIII - SICK LEAVE BENEFITS

Section 1. All regular full-time bargaining unit members in the City shall receive sick leave credit, except as provided for in Section 2 of this Article at the rate of eight (8) hours for each calendar month employed.

Regular part-time bargaining unit members shall accrue sick leave credit each month in proportion to the regularly scheduled work hours per pay period divided by eighty (80).

Temporary bargaining unit members are not eligible for sick leave benefits.

(a) All regular full-time employees shall receive sick leave credit on a bi-weekly basis for each pay period including during the initial probationary period.

(b) Use of accrued sick leave credit shall be allowed in the event of a required absence from duty during scheduled work days due to the following:

Sick or disability leave
Family leave

(c) Each bargaining unit member shall be required to notify his/her immediate supervisor within one (1) hour before and fifteen (15) minutes after the beginning of that bargaining unit member's work shift on the first day the bargaining unit member requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence due to sickness shall be determined by the department head concerned subject to the approval of the Human Resources Director. If a bargaining unit member is off work more than one (1) consecutive work shift due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Human Resources Director to submit a physician's certificate before returning to work. The preceding notwithstanding, any bargaining unit member shall be deemed to have abandoned his or her position if that bargaining unit member has three (3) consecutive working days/shifts of unauthorized absence. This situation shall be deemed a resignation, and the required written resignation of the bargaining unit member shall be waived.

(d) Regular 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 bargaining unit member were not on vacation leave and, provided further, that an attending physician's statement is furnished upon request to the recommending authority certifying that the bargaining unit member was incapacitated to a degree which would have prohibited performance of normal duties.

(e) Bargaining unit members hired on or before June 30, 2022 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, 2022 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:

Position	Annual Contribution
Laborer	\$300.87
Pipe Worker	\$313.24

Leak Repair Worker	\$318.61
Construction Equipment Operator	\$327.53
Meter Repair Worker	\$332.68
Service Worker	\$332.68
Utility Maintenance Mechanic	\$336.62
Utility Plant Maintenance / Relief Operator	\$341.38
Yard Worker	\$307.42
Plant Operator "D"	\$327.84
Plant Operator "C"	\$336.62
Plant Operator "B"	\$342.13
Plant Operator "A"	\$353.12

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

Years of Service Vesting	
1 years	10%
2 years	20%
3 year	30%
4 years	40%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	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, 2022. 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 Pipe Worker 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 \$1,566.20 (5 x \$313.24). A Laborer with 3.9 years of service would receive an initial contribution from the City in the amount of \$902.61 (3 x \$300.87).

The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, in July of 2022 and July of 2023. 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 Pipe Worker in the first example above would receive \$783.10 in July of 2022 and \$783.10 in July of 2023, and would also receive his or her annual \$313.24 contribution, for a total contribution amount of \$1,096.34 each year in 2022 and 2023, and then \$313.24 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).

Section 2. A bargaining unit member who because of a qualified injury or illness is unable to work on the last regular work day preceding or the first regular work day following one of the days observed by the City as a Holiday, that bargaining unit member will not be charged “sick leave” on the Holiday but instead shall receive Holiday pay for the Holiday.

Section 3. In case of illness or disability necessitating a bargaining unit member’s absence from work, such bargaining unit member shall be re-employed whenever the employee becomes able to perform the essential functions of his or her job, either with or without reasonable accommodations, at his/her former status with all rights and privileges, including seniority, except as provided in Article VIII.1.(b).

Section 4. Any bargaining unit member who becomes incapacitated for his/her regular work may, by mutual agreement between the City and the Union, be placed at any work he/she can do and at a rate of pay agreed upon by the parties hereto.

Section 5. Sick leave pay as used in this Article shall be based on straight time hours. There shall be no deduction on account of other bargaining unit members in the bargaining unit working less than forty (40) hours, in any one work week.

Article XIX - DEATH IN IMMEDIATE FAMILY

Section 1. In the case of death within the immediate family of a regular bargaining unit member such bargaining unit 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 bargaining unit 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 (400) mile radius, such bargaining unit member shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

Section 2. 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, stepchildren, and half-brother/sister.

Section 3. If a bargaining unit member serves as a pallbearer at the funeral of a Water Department employee or a retired Water Department employee, the Water Department 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 four (4) hours. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

Article XX - LEAVE OF ABSENCE

Section 1.

(a) A bargaining unit member on vacation or sick leave status must request a leave of absence without pay within three (3) consecutive work days after exhausting all paid leave. If a bargaining unit member remains on leave for more than three (3) consecutive work days after exhausting all sources of paid leave and does not receive approval for a leave of absence without pay, the bargaining unit member shall be considered to have resigned without notice. The Human Resources Director is authorized to grant a leave of absence not to exceed fifteen (15) calendar days upon recommendation of the bargaining unit member’s department head. 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 employee to report to work at the end of an approved leave shall be considered a resignation.

(b) 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 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 paid military leave.

(c) A bargaining unit member may receive leave with pay when required to serve on jury duty when the hours of such jury duty conflict with his/her City work hours. The employee's department director may determine whether an employee is to report to work when his/her regular shift precedes or follows daily jury service. The decision on whether the employee should report to work shall be based on the safety and welfare of the employee and fellow employees, as well as, the needs of the department. Any compensation by the Court for such jury duty must be turned over to the Finance Director. The bargaining unit member shall be entitled to retain any allowance for parking, mileage, or meal expenses provided by the Court.

(d) All regular full-time bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of leave for personal business leave, which may be taken in the same manner as vacation leave. Personal business leave is credited in increments of two (2) hours per month actually worked. Personal business leave may be accumulated to a maximum of sixty (60) hours. During any single fiscal year, when and to the extent that the City Council has appropriated funds for this purpose, a bargaining unit member may elect to convert unused personal business leave, not to exceed a maximum of twenty-four (24) hours, to cash payment at the bargaining unit member's base rate of pay. The election to accumulate or convert to cash must be made during the last full work week during October. Payment will be made during the month of November. If no appropriation has been made by October 1st, then no payment shall be made for unused personal business leave for that fiscal year. A bargaining unit member who retires or voluntarily resigns from the City or is laid off for lack of work shall be paid for accumulated personal business leave to a maximum of sixty (60) hours. A bargaining unit member who is terminated for cause shall not be paid for accumulated personal business leave.

(e) It is understood that the City shall grant a leave of absence without pay, not to exceed six (6) months to any member of the Union employed as an officer by his/her Union locally. It is understood that if the bargaining unit member desires to return to his/her former position within the specified time, upon being relieved of his/her position with the Union, the bargaining unit member shall be entitled to reinstatement in the position held at the time of taking the position in the Union, and shall be entitled also to his/her full seniority rights as though he/she had been employed continuously by the City.

Section 2. All requests for and each approval of a leave of absence, shall be in writing and state the reasons for such leave.

Article XXI - MEDICAL AND LIFE INSURANCE

Section 1. Individual deductions shall be made from a bargaining unit member's paycheck only upon written authorization by the bargaining unit member and shall continue until the bargaining unit member submits a written request that such deductions cease.

Section 2.

(a) All regular full-time and regular part-time bargaining unit members shall be enrolled in the City's group life insurance program. Such life insurance shall be effective as it is for other classified employees and provided at no cost to the bargaining unit member.

(b) On or before the date of hire the bargaining unit member shall furnish the City Human Resources Department with application for such life insurance and designation of beneficiary. A change in beneficiary must be indicated by written request for such change to the Human Resources Department which shall notify the insurance company of such change.

(c) In cases of disability the Director of Finance shall be authorized to pay premiums for the qualifying period, until coverage may continue without payment.

(d) The City shall provide insurance for covered bargaining unit members in an amount not less than one (1) times the annual base earnings of the bargaining unit member.

Section 3.

(a) The City offers a choice of health insurance plans for regular full-time and regular part-time bargaining unit members on a cost sharing basis. Payment for health insurance shall be authorized through payroll deductions.

(b) The cost share shall be determined by the class of coverage selected. Coverage shall continue under all authorized leaves of absence, provided the employee pays his or her share of the premium, if any.

Article XXII - RETIREMENT

Section 1. Enrollment in LAGERS (Local Government Employee's Retirement System) shall be required of all regular full-time bargaining unit members of the City. LAGERS is a retirement program provided by Missouri law (Section 70.600 et seq. R.S.Mo.) and controlled by the political subdivisions and the employees it serves.

Article XXIII - SETTLEMENT OF DISPUTES

Section 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.

Section 2. The Union will maintain its own system of contact with its members through an organization of stewards headed by a chief steward elected from their own number. The City agrees to recognize each steward as a representative of the bargaining unit members in the group for which he/she is elected. The Chief Steward and other Stewards shall be authorized to represent members in connection with grievances.

Section 3. 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, including Maintenance-Construction, Service and Plant. 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 duly elected 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.

Section 4. Should any dispute 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 dispute or grievance shall be settled in the following manner:

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

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

Step 3. If the grievance is not settled at Step 2, it may be submitted to the Director, in writing, within ten (10) calendar days from the receipt of the Step 2 answer or within ten (10) calendar days after submission of the Step 2 appeal, if no decision has been received by that time. The Business Manager, Union Steward and the Director or their designated representative shall make every effort

to settle the grievance, which shall be answered in writing within seven (7) calendar days following submission in this step.

Step 4. If the Union and Management have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, either party may request that the matter be arbitrated, as set forth in Section 5, below.

Section 5. Arbitration.

1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within ten (10) calendar days following the decision of Step 3 above. Notice to the City shall be submitted to the Human Resources Manager. 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, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate is not delivered within ten (10) calendar days, the grievance shall be deemed abandoned.

2. Selection of Arbitrator - Within fifteen (15) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party shall have the right to reject one list and obtain a replacement, if it so desires. The parties shall alternately strike one name from the FMCS list, until only one name remains. The party striking first shall be determined by a coin toss. 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) calendar days following the arbitrator's selection.

3. Compensation of bargaining unit members - Bargaining unit members shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the City.

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. In disciplinary grievances, the burden of proof will be on the City. In contract interpretation grievances, including but not limited to promotion decisions, the burden of proof will be on the Union.

(c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of the Memorandum of Agreement. The arbitrator shall have no power to establish or change any wage rates.

(d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Memorandum of Agreement, except for the City Manager's right of review as set out in paragraph (f), below.

(e) The arbitrator shall have discretion to reduce or raise the discipline imposed.

(f) Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual bargaining unit members 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 and court reporter shall be shared equally by the City and the Union.

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

Section 6. 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 3 under Section 4. Should the discharge be not sustained on appeal after having been handled as provided in Section 5 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

Section 7. Settlements reached between the Union and the City shall be final and binding upon the parties to this Agreement.

Section 8. Stewards and the members of the Grievance Committee shall be entitled to a reasonable amount of time off from their regular jobs without loss of base pay for conferences with the City Management when adjusting grievances only. The Grievance Committee shall be responsible that the time applied by stewards and themselves to these functions is held to a minimum.

Section 9. 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 as listed in Article XVII, Section 1.

Section 10. 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.

Article XXIV - MISCELLANEOUS

Section 1. Should any violation of this Agreement or any Article, Section, Sub-Section, Clause, Phrase or part hereof be alleged in determining whether any person is acting as an agent for a contracting party, so as to make such party responsible for his/her acts, in order to support such allegations in any arbitration, court action or other litigation, strict proof shall be required to establish that the specific acts were actually authorized or subsequently ratified by the contracting party, (person or persons) to be charged with responsibility therefore.

Section 2. The City and the Union agree to meet monthly to cooperate in placing in effect and maintaining safety rules and practices and safety devices and equipment which will eliminate hazards and insure safe working conditions at all times. The parties hereto further agree to the establishment of a safety committee consisting of three members elected by the Union (one member from each division), and three from Management (one member from each division), who shall review the accident case record of the City within the Union Group. The committee's findings are to be summarized into a report to be read at a regular group safety meeting and also to be forwarded to the Director for his study. Copies are to be provided each committee member and the Union President. Meeting cannot be cancelled unless mutually agreed upon by both parties.

Section 3. Should any Presidential or Governmental proclamation, directive or regulation or any valid federal or state law or the final determination of any Board or Court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the proclamation, directive, regulation, law or determination, but otherwise this Agreement shall continue in full force and effect.

Section 4. Any bargaining unit member discharged or suspended for cause shall not be entitled to any advance notice but shall be entitled to a written statement indicating his/her status with the City upon written request of the bargaining unit member.

Section 5. Except in cases of emergencies and for training purposes only, supervisors shall not perform Bargaining Unit work.

Section 6. The City agrees to assign a sufficient crew to the maintenance-construction group incidental to the laying or handling of pipe and materials to insure the safety of bargaining unit members.

Section 7.

(a) All bargaining unit members classified as Plant Operator shall be required to hold the required Missouri Water Plant Operator license as a condition of being placed on the job. In the event that the senior qualified bidder for a vacancy in a Plant Operator's position meets all the requirements to receive the required license, except that if the senior bidder has not passed the required examination, then the senior bidder shall be provisionally placed in the position, provided with study material and be allowed three (3) months from the date of the provisional appointment to pass the Water Operator's examination. The City will pay for the first test per license grade. In the event such employee fails to pass the examination, the employee shall be disqualified from the position and shall be ineligible to bid on such position until the employee has passed the examination.

(b) Utility Plant Maintenance/Relief Operator at the plant will be required to obtain the license required to serve as a Plant Operator. An employee in this classification who has not passed the examination shall be provided with study material and be allowed six (6) months to pass the Plant Operator's examination. The City will pay for the first test per license grade. All costs for testing subsequent to the first test shall be borne by the employee. In the event such employee fails to pass the examination by the end of the six (6) month period, the employee shall be disqualified from the position and shall be ineligible to bid on such position until the employee has passed the examination.

(c) If a state approved or sponsored training class is offered within a one hundred twenty five (125) mile radius of the City of Independence the City will pay the cost of lost time and tuition for the bargaining unit member currently in a classification that requires a license as described above to attend the training class one time only.

(d) All bargaining unit members hired after June 30, 2022 into a classification that requires a CDL, who were not a bargaining unit member on or before June 30, 2022, shall be required to obtain a Class B CDL or higher within three (3) months of their start date. Bargaining unit members hired prior to June 30, 2022 shall be given the opportunity to acquire said license at the City's expense if/when these employees bid into a classification requiring a CDL license.

Section 8. Bargaining unit members in the following classifications will be furnished one (1) pair of safety toe rubber boots, slip-on rubber boots, or buckle up rubber boots & gloves, based on the needs of the job classification as determined by management, at no cost to the bargaining unit member.

1. Laborer
2. Pipe Worker
3. Leak Repair Worker
4. Construction Equipment Operator
5. Construction Equipment Operator Helper
6. Meter Repair Worker
7. Meter Reader (non-safety toe, slip-on, rubber boots)
8. Service Worker
9. Utility Maintenance Mechanic
10. Utility Plant Maintenance/Relief Operator
11. Yard Worker
12. Plant Operator

Boots and gloves being replaced must be worn out and not usable. Replacements must be approved by the immediate supervisor.

The City agrees to provide a clothing allowance of \$15.00 per pay period per bargaining unit member for the purchase of ANSI approved shoes/boots, work gloves, or insulated garments suitable for use at work. Meter readers shall be exempted from the requirement for ANSI approved shoes/boots.

The City agrees to furnish each bargaining unit member one uniform (pants and shirts, T-shirts or coveralls, all 100% cotton) for each work day. Long sleeve shirts are to be furnished between approximately November 1 and May 1, and short sleeves or T-shirts between approximately May 1 through October 31.

The City will furnish one (1) lined uniform jacket to all bargaining unit work classifications to be replaced on an as-needed basis as determined by management.

The City and Union shall mutually appoint two (2) bargaining unit members (whose place of duty is located at the shop and at the plant, respectively) who shall be granted one (1) hour or less per delivery to inspect delivered uniforms and relate problems to the vendor.

Section 9. The Union President or his/her designee, along with one (1) additional member from the bargaining unit, shall be allowed thirty (30) minutes with a new bargaining unit member on the new bargaining unit member's first day of work for Union orientation purposes. The time, location, and personnel scheduling of this orientation meeting will be mutually agreed upon by the Union President and the new bargaining unit member's immediate supervisor.

Section 10. The City agrees to pay for the required Commercial Drivers License and Plant Operators License. Authorized training time shall be compensated for a maximum of eight (8) hours per day.

Section 11. If a bargaining unit member voluntarily elects to attend a City meeting outside that bargaining unit member's scheduled shift, and this meeting is authorized by management, the City will allow compensatory time at the applicable rate for the bargaining unit member's time spent in said City meetings. The compensatory time off will be scheduled by mutual agreement to be taken as soon as possible.

Section 12. The Union Contract Negotiating Committee shall be paid for time spent at the negotiating table not to exceed one hundred twenty (120) hours per contract. The Union President or appointee shall be paid a maximum of four (4) hours per month to attend City called meetings. Such time will not be accumulated.

Section 13. When the City Manager determines, due to inclement weather conditions or other special circumstances involving the health, safety or welfare of employees or the public, to allow non-essential personnel to leave work or not to report to work those bargaining unit members required to work their regularly scheduled hours will not be compensated at any additional rate as a result of this decision.

Section 14. Where productive work is available that needs to be done and that is fully consistent with all medical restrictions, the City will offer temporary light duty to employees recovering from off-the-job injuries. It is understood and agreed that any employee injured on-the-job will have priority for light duty work, regardless of when the injuries occurred. Further, light duty work assignments will not be "created" by taking work assignments from non-injured employees.

Article XXV - COMPENSATION

Section 1. The hourly rates for each position in the bargaining unit are specified in Appendix "A".

(a) On July 3, 2022, all members will receive a 3.5% increase to their base pay. On July 1, 2023 all members will receive a 3.25% increase to their base pay. On July 1, 2024 all members will receive a 3.25% adjustment to their base pay.

(b) Any member currently receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay after July 1, 2022. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than .5%.

Section 2. All bargaining unit members employed on the date this Agreement is ratified shall receive a ratification bonus in the gross amount of Two Hundred Fifty Dollars (\$250.00), payable at the conclusion of the next full pay period after the contract is ratified.

Article XXVI - DURATION OF AGREEMENT

This Agreement shall become effective on July 1st, 2022 and shall terminate on the close of business on June 30th, 2025. Either party desiring to negotiate any modifications to this Agreement shall give notice of the same on or before April 30th, 2025. Failure to do so shall result in this Work Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this memorandum shall continue in full force and effect until a new memorandum is signed by the Parties, or until December 31, 2025, whichever is sooner. If no agreement has been reached by December 31, 2025, this Agreement may be extended further by mutual written agreement. The status of the Agreement or extension shall not relieve the Parties of their obligation to continue to bargain in good faith.

IN WITNESS WHEREOF, the parties hereto have by their officers duly authorized in the premises, executed this Agreement as of the day and year first above written.

APPROVED:

UNITED STEEL, PAPER AND
FORESTY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL and
SERVICE WORKERS INTERNATIONAL
UNION

CITY OF INDEPENDENCE
Independence, Missouri

Thomas Conway
International President

Zachary Walker
City Manager

John E Shinn
International Secretary/Treasurer

Jeremy Cover
City Counselor

D.R. McCall
International Vice President-Administration

Kevin Mapp
International Vice President-Human Affairs

Emil Ramirez
District 11, Director

Stacey Andersen
Staff Representative

LOCAL UNION 13558 COMMITTEE

Seth Robertson
President

John (Shannon) Jancek
Vice-President

Jeff Reynolds
Recording Secretary

Patrick Arnold
Treasurer

Mark Huntsucker
Financial Secretary

Appendix A - Wage Rates

Classification	Effective July 3, 2022	
	Increase Start	3.5% Regular
Laborer	\$26.64	\$28.04
Pipe Worker	\$27.69	\$29.19
Leak Repair Worker	\$28.12	\$29.69
Construction Equip. Operator	\$28.89	\$30.52
Meter Repair Worker	\$29.35	\$31.00
Meter Reader		
Service Worker	\$29.35	\$31.00
Utility Maint. Mechanic	\$29.63	\$31.37
Utility Plant Maint./Relief Operator	\$30.08	\$31.81
Yard Worker	\$27.19	\$28.65
Plant Operator		
Plant Operator "D"	\$28.90	\$30.55
Plant Operator "C"	\$29.63	\$31.37
Plant Operator "B"	\$30.10	\$31.88
Plant Operator "A"	\$31.05	\$32.91

Classification	Effective July 1, 2023	
	Increase Start	3.25% Regular
Laborer	\$27.50	\$28.95
Pipe Worker	\$28.59	\$30.14
Leak Repair Worker	\$29.04	\$30.66
Construction Equip. Operator	\$29.83	\$31.52
Meter Repair Worker	\$30.30	\$32.01
Meter Reader		
Service Worker	\$30.30	\$32.01
Utility Maint. Mechanic	\$30.60	\$32.39
Utility Plant Maint./Relief Operator	\$31.05	\$32.85
Yard Worker	\$28.07	\$29.58
Plant Operator		
Plant Operator "D"	\$29.84	\$31.55
Plant Operator "C"	\$30.60	\$32.39
Plant Operator "B"	\$31.08	\$32.92
Plant Operator "A"	\$32.06	\$33.98

Classification	Effective July 1, 2024	
	Increase Start	3.25% Regular
Laborer	\$28.40	\$29.89
Pipe Worker	\$29.52	\$31.12
Leak Repair Worker	\$29.98	\$31.65
Construction Equip. Operator	\$30.80	\$32.54
Meter Repair Worker	\$31.29	\$33.05
Meter Reader		
Service Worker	\$31.29	\$33.05
Utility Maint. Mechanic	\$31.59	\$33.44
Utility Plant Maint./Relief Operator	\$32.06	\$33.92
Yard Worker	\$28.99	\$30.54
Plant Operator		
Plant Operator "D"	\$30.81	\$32.57
Plant Operator "C"	\$31.59	\$33.44
Plant Operator "B"	\$32.09	\$33.99
Plant Operator "A"	\$33.10	\$35.08