

WORK AGREEMENT

Between

CITY OF INDEPENDENCE, MISSOURI

and

**COMMUNICATIONS WORKERS
of AMERICA**

LOCAL NO. 6360

Effective: July 1, 2023 through June 30, 2026

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ARTICLE 1 PREAMBLE

Section 1. This agreement is entered into between the City of Independence, Missouri, hereinafter referred to as the "Employer", "City", or "Management", and the Communications Workers of America, AFL-CIO, Local No. 6360, hereinafter referred to as the "Union".

Section 2. The parties agree that there shall be no discrimination because of race, handicap, creed, sex, sexual orientation, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of the agreement shall apply to all members of the bargaining unit without discrimination.

Section 3. It is the purpose of this agreement to maintain a harmonious relationship between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Section 4. The City and the Union recognize that it is in the best interest of both parties, the bargaining unit members and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the City and the Union and their respective representatives at all levels will apply the terms of this agreement fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all members of the bargaining unit. Each party shall bring to the attention of members of the bargaining unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to the purpose.

Section 5. The City will introduce new hires to a Union Representative within the first fourteen (14) days of employment.

ARTICLE 2 UNION RECOGNITION

Section 1. The City of Independence, Missouri hereby recognizes the Communications Workers of America as the exclusive bargaining representative with respect to rates of pay, wages, hours of work, and other conditions of employment for bargaining unit members of the City specifically in the following classifications: Telecommunicator I, and Telecommunicator II.

Section 2. The City agrees to advise the Union of any new job classifications by providing the Union with a copy of any revision to the City's Pay Plan. If any new job classification is stipulated to by both the City and the Union as part of the bargaining unit, the City agrees to meet and confer with the Union regarding the rate of pay, hours of work, and other conditions of employment.

Section 3. Whereas the City chooses to utilize Part Time Bargaining Unit Members, except where already noted in this Agreement, the City agrees to meet and confer with the Union regarding rate of pay, hours of work and other conditions of employment.

ARTICLE 3 RIGHTS OF MANAGEMENT

Except as otherwise specifically provided in this agreement, the City has sole and exclusive rights of management, and the exercise of any management rights shall not be subject to the grievance procedure. Without limiting the generality of the foregoing, as used herein, the term "rights of management" includes, but not limited to:

1. The determination of department policy, including the right to manage the affairs of the department in all respects;
2. Except as otherwise provided in this work agreement, the right to assign working hours, including overtime;
3. Except as otherwise provided in this work agreement, the right to establish, modify, or change work schedules;

4. The right to temporarily assign personnel to other duties within the communications unit for the good of the service;
5. The determination of the safety, health, and property protection measures for the department;
6. The right to hire, select, promote, discipline or discharge for just cause, or transfer personnel to other bargaining unit positions, as well as, to supervisory or other managerial or technical positions, or to positions outside the classified service of the City;
7. The allocation and assignment of work to personnel within the department;
8. The determination of policy affecting selection or training of personnel;
9. The establishment, modification, and enforcement of City and department rules, regulations, and orders;
10. The introduction of new, improved, or different methods and techniques of operation of the department or of changes in existing methods and techniques;
11. The determination of the number of classifications and the number of personnel within each classification;
12. The determination of the amount of supervision necessary; and
13. The temporary transfer of personnel from one shift or work site to another.

ARTICLE 4 RULES AND REGULATIONS

The Union and its members recognize that the City has the exclusive right to manage and direct the department. Accordingly, the City specifically reserves the exclusive right to formulate department policy, rules, and regulations, except that no rule, regulation, or policy shall be formulated, changed, or modified in a manner contrary to the provisions of this Agreement. The predominant pattern of customary and past practice shall be that which is practiced at the effective date of this Agreement. The City agrees to provide written notification to the Union and its members, of 'past practices' that are discontinued.

All current city policies and procedures pertaining to the rights, benefits, privileges and personnel matters of members of the bargaining unit that are not otherwise addressed by this Agreement, are to remain in full force and effect, unless changed by the City with prior notification of the change provided to the designated Union Representative.

When a change is necessitated by an emergency situation or special circumstances out of the control of the City, the City will provide prior notification to the bargaining unit members of the change.

ARTICLE 5 LABOR/MANAGEMENT COMMITTEE

Section 1. There shall be a Labor/Management Committee consisting of representatives from the Department management and representatives from the Local. The Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Local shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings.

Section 2. The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining.

Section 3. The purpose of regular meetings shall include, but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- (c) Presentation, and if requested, discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 4. A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within two (2) weeks after receipt of a written request by either party.

ARTICLE 6 SERVICE INTERRUPTION

During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees, on behalf of itself and the bargaining unit members represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, expressed or implied, direct, indirect, coercive or otherwise, with the City's business. The Union further agrees that, should any of these acts be committed by a member or members, it will actively discourage said acts.

ARTICLE 7 DISCIPLINE

Section 1. Just Cause. No bargaining unit member shall be suspended, demoted, discharged, or otherwise disciplined except for just cause.

Section 2. Written Notice. The City shall give the bargaining unit member advance written notice when scheduling any Predisiplinary Hearing.

Section 3. Immediate Removal. Nothing in the foregoing shall prevent the City from immediately removing a bargaining unit member, for just cause (with or without pay), from the premises or assignment pending final disposition of the case.

Section 4. Subject to Grievance Procedure. The question of whether just cause exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

ARTICLE 8 MEET AND CONFER

Section 1. Meetings. The Union and the City agree to meet and confer for the purpose of negotiations as provided in Article 31 TERM.

Section 2. Negotiations. By mutual consent only, the Union and the City may reopen negotiations on part or parts of the agreement or amend the same during the life of the agreement.

Section 3. Representatives. The City and the Union agree to keep each party informed of the personnel authorized to represent them.

Section 4. Reasonable Notice. Meetings between representatives of the City and the Union shall be held upon reasonable notice by either party to the other.

ARTICLE 9 UNION REPRESENTATION

Section 1. Union Business. From among the employees employed in the bargaining unit, the Union may designate and the City will recognize not more than six (6) representatives and not more than two (2) representatives on the same shift, to serve as the Union's agent in the representation of employees of the bargaining unit. The City shall not be required to recognize any employee as a representative unless the Union has informed the City, in writing, of the employee's name and representative designation.

Section 2. Time from Duty for Union Business. The Union representative(s) will be allowed time from duty to conduct Union Business, which includes: preparation for work agreement negotiations, attending work agreement negotiations with City, attending Staywell committee meetings, attending scheduled joint meetings between the Union and City, attending training sessions for recognized representatives, performing new bargaining unit member orientation, attending grievance proceedings, and attending meetings held in the course of a formal disciplinary process. Time to conduct such business, exclusive of Union Representative training, shall not exceed a maximum for all bargaining unit members of one hundred fifty-eight (158) hours during each calendar year and Representatives must provide at least forty-eight (48) hours advance notice, if practical. Time to conduct Union Representative training shall not exceed a maximum for all Union Representatives of thirty-two (32) hours during each calendar year and the CWA Local must provide a written request with fourteen (14) days advance notice with the time and date of the training. Representatives must consult with the shift supervisor to ensure staffing levels will remain adequate. Time off for Union Business is considered time worked for the purpose of calculating continuous seniority. There will be no advancement or carry over of hours from one calendar year to another.

Section 3. Compensation for Union Business. The City will compensate one (1) Union Representative to conduct the following Union Business: attend Staywell committee meetings and attend meetings held in the course of a formal disciplinary process. The City will compensate up to three (3) Union representatives to conduct the following Union Business: attend work agreement negotiations with City representatives. All City paid time will be at straight time. All other time from duty for Union Business will be uncompensated by the City.

ARTICLE 10 PAYROLL DEDUCTION OF DUES

Section 1. Monthly Dues. The City agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues (hereinafter referred to as "dues") each payroll period and initiation fees from the pay of a bargaining unit member, upon receipt of a dues deduction authorization card, signed by the bargaining unit member, and to pay over to the Union the amounts thus deducted no later than fifteen (15) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the City's normal payroll procedures. Samples of deduction authorization cards are included in Appendix A of the agreement.

Section 2. Insufficient Pay. In the event that a bargaining unit member's pay for the payroll period is insufficient to cover all authorized payroll deductions for the payroll period, deductions will receive preference in the order as determined and revised, from time to time, by the City. At the time the City and Union entered into this Agreement gross income was being reduced to arrive at net income by deductions which were being processed in the following sequence: OAS&DI (FICA) and Medicare; withholding taxes (federal, state, and local); retirement plans; benefits; savings plans (credit unions, savings bonds, etc.); deferred compensation plans; union dues; and social welfare contributions.

Section 3. Leave of Absence. When a bargaining unit member is granted a non-paid leave of absence, any authorization for deduction of dues shall be automatically suspended. The suspended authorization shall be automatically resumed if the individual is returned from non-paid status.

Section 4. Temporary Promotion. When a bargaining unit member who has authorized the City to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on the payroll records on the last of the pay period as being in the higher classification, Union dues will be based on the higher rate of pay for that payroll period.

Section 5. Amount of Deduction. The rate or amount of the dues deduction for all members, for any job title and wage classification of members, or for a given Local may be changed by the Union's International Secretary/Treasurer after notifying the City in writing of the dues change. The change in dues rate or amount will be deducted from the next full payroll, following receipt of the notice, in accordance with the City's regular payroll practice.

Section 6. Reports to Union. The City agrees to furnish the Secretary/Treasurer of the International Union, on a monthly basis (in a format agreeable to both the City and Union) the following information about each Union member that has provided the City with a dues deduction authorization card: name; mailing address; social security number; job classification; hourly rate; dues deduction amount; and period of dues collection. If no dues deduction is made for a month an explanation will be provided.

In addition to the above information about each individual, the City will provide: City's name; mailing address; the name and telephone number of a contact person for information regarding the remittance; dues month and year, and dues deduction frequency (monthly, semi-monthly, bi-weekly, or weekly).

A separate deduction report, similar to the above described dues deduction report, for the deduction of the initiation fee will be prepared and furnished, as necessary, to the Secretary/Treasurer of the International Union.

The above information will be provided from City records and forwarded to the International Union along with the dues collected no later than fifteen (15) days after the end of the month during which deductions were made. The Union assumes all risks in the use of the above information and further indemnifies the City of all liabilities regarding the Union's use of the information.

Section 7. Member Roster. The City agrees to furnish the Local Union with a roster of all bargaining unit members which will include: name; job classification; date of employment; and bargaining unit service date. The above information will be provided from City records and forwarded to the Local Union no later than fifteen (15) days after the first of the month during which deductions were made. The Union assumes all risks in the use of the above information and further agrees to indemnify the City for all liabilities regarding the Union's use of the information.

ARTICLE 11 SAFETY AND HEALTH

Section 1. Adherence to Safety Rules. In order to have a safe place to work, the City agrees to comply with all laws and ordinances applicable to its operations concerning the safety of bargaining unit members covered by this agreement. The Union and all bargaining unit members shall comply with all safety rules and regulations established by the City during the hours of their employment.

Section 2. Unsafe Working Conditions. If a bargaining unit member has justifiable reason to believe that his or her safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the bargaining unit member shall inform his or her immediate supervisor who shall have the responsibility to determine what action should be taken.

ARTICLE 12 BULLETIN BOARDS

The City shall furnish space for a Union bulletin board at the work site. Only an authorized Union Representative may post or remove Union notices from the Union bulletin board.

ARTICLE 13 SENIORITY

Section 1. Definition. Seniority shall mean the length of the bargaining unit member's continuous service in the, Telecommunicator I, and Telecommunicator II, job classifications for the purposes of shift bidding, vacation selection, promotions, and layoffs.

Section 2. Bidding for Shift Assignments. The City shall post on or before October 1 of each year a listing of positions and shift assignments that are available. Bidding for shift assignments will be held annually beginning October 1 and ending on October 8 of each year. The City will post the results of the shift assignments within five (5) calendar days of the end of the shift bidding process. Bidding for regular days off shall be completed within fifteen (15) calendar days of the shift assignments being posted. The City will post a final schedule, including both shift and regular days off assignments, within ten (10) calendar days of the closing of the bidding process. The final schedule shall take effect on the first pay period of the following year. Bargaining unit members may bid, by seniority, for a position within the classification which they currently hold. Until a Telecommunicator I is released from his or her promotional probationary period as a Telecommunicator I, she or he is excluded from bidding and bumping for shift assignments.

Permanent vacancies, as determined by the City that occur throughout the year, will be offered by seniority to current bargaining unit members.

Should any shift have less than three Bargaining Unit Members with at least twenty-four (24) months experience following completion of training as a Telecommunicator I or Telecommunicator II the City has the right to adjust shift schedules to accomplish this experience requirement. Reassignments by the City of Bargaining Unit Members will be in inverse order of seniority.

Section 3. Equal Seniority. In the event two (2) or more bargaining unit members are hired on the same day the highest scores in the selection process shall be used to determine seniority. A ranking list by total numerical score will be provided if requested by an affected bargaining unit member.

Section 4. Layoff. In the event of a layoff within the, Telecommunicator I, and Telecommunicator II classifications, the person(s) to be laid off will be determined by inverse order of seniority.

ARTICLE 14 FILLING OF VACANCIES

Section 1. Vacancy. For the purpose of this Article, a vacancy is created when the City increases the work force and/or chooses to fill a vacancy created by a resignation, retirement, termination, promotion, death, or demotion.

Section 2. Posting Vacancies. Notice of bargaining unit vacancies shall be emailed to all bargaining unit personnel and electronically posted for a period of at least five (5) calendar days. The notice shall state the job title, a brief description of the duties, and the current rate of pay for the job.

Section 3. Applications. Any qualified bargaining unit member may apply for a vacancy within the Communications Unit and be given first consideration, provided the member is qualified for the vacancy and is not on probation or other work plan, as determined by the City.

ARTICLE 15 PROBATIONARY PERIOD

Section 1. New Hire Probation. Employees, newly hired into bargaining unit positions, shall serve a nine (9) month probationary period immediately following. During this probationary period the City retains the right to utilize any employee development techniques it deems necessary and appropriate to properly train the employee. The City shall have the right to extend the probationary period by up to an additional three (3) months, if it determines additional time is needed to adequately assess the employee. Such extension must be made by written notice to the employee and the Union, and shall be the exception rather than the rule. The City further retains the right to utilize discipline, up to and including termination, without recourse to

the Union. Following the successful completion of the probationary period the bargaining unit member will be entitled to all rights and privileges contained in this work agreement.

Section 2. Probation after Promotion. Current bargaining unit members promoted to a bargaining unit position shall serve a six (6) month probationary period immediately following appointment. During this probationary period, the City retains the right to utilize any development techniques it deems necessary and appropriate to properly train the bargaining unit member. If it is determined that the bargaining unit member is unable to successfully complete the probationary period the bargaining unit member will be entitled to return to his or her former position, provided the position is vacant. If the position is not vacant then the bargaining unit member will be placed on layoff status. Denial of assignment to the promotion classification during the probationary period shall be subject to the grievance procedure, excluding arbitration.

Section 3. Probation after Promotion to Higher Classification. Bargaining unit members promoted to higher classifications within the bargaining unit shall be considered on probation in their new classification for a period of six (6) months. At the completion of the probationary period, if the performance of the promoted bargaining unit member is found to be unsatisfactory, he or she shall be returned to his or her former classification and rate of pay. Denial of assignment to the promotion classification during the probationary period shall be subject to the grievance and arbitration procedure.

ARTICLE 16 HOURS OF WORK AND SCHEDULING

Section 1. General. For the purpose of this Agreement, a workday shall be the twenty-four (24) hour period beginning with the first shift starting after 12:00 Midnight. The normal workday schedule will consist of an eight (8), ten (10), or twelve (12) hour shift. Any changes in the basic shift schedule will be discussed with the Local President in advance. As provided below, the Union will receive at least thirty days' notice prior to the implementation of any change in the shift basic schedule. The regular work week shall begin with the first complete shift starting after midnight on Sunday and ending with the last complete shift beginning before 11:59 p.m. on Saturday. The regular hours of work for full time bargaining unit members shall be forty (40) hours per week. Each bargaining unit member shall be entitled to a fifteen (15) minute break during each four (4) hours of work. Bargaining unit members shall not be allowed to accumulate break time.

Section 2. Shifts. The scheduled workday for bargaining unit members at the signing of this Agreement is as follows:

First	7:00 a.m. to 7:00 p.m.; 7:00 a.m. to 3:00 p.m.; 11:00 a.m. to 7:00 p.m.
Second	7:00 p.m. to 7:00 a.m.; 7:00 p.m. to 3:00 a.m.; 11:00 p.m. to 7:00 a.m.

If the City desires to make any proposed change in the schedule and/or workday, it will present the proposed changes to the Local President. The Union shall then have 30 days to provide any input regarding the schedule changes, and Management shall confer with the Union regarding any concerns the Union may raise during this 30-day period. At the end of the 30-day period, the proposed schedule, with any agreed-upon modifications, will be implemented.

Section 3. Voluntary Overtime. Overtime shall be offered by seniority order, in accordance with the following:

- A. First within the classification within the shift;
- B. Second within the classification in the remainder of the bargaining unit;
- C. Third to qualified personnel within the shift; and
- D. Fourth to qualified personnel in the remainder of the bargaining unit.

Overtime can be offered in any time increment deemed appropriate by the supervisor.

Section 4. Mandated Overtime. When voluntary overtime procedures have proven unsuccessful, bargaining unit members will be required to work. All mandatory overtime hours worked shall be paid at time-and-one-half the regular rate. Selection of the bargaining unit member required to work will be made in inverse seniority order within the classification. If mandated overtime within the classification is unsuccessful, the mandated overtime selection will go to qualified personnel in the remainder of the bargaining unit. No employee shall be required to work more than sixteen (16) consecutive hours. Once a bargaining unit member has been advised they are mandated into overtime and another bargaining unit member volunteers to take the said overtime, the mandated bargaining unit member has the option to keep the mandated overtime or shall be allowed to relinquish said overtime to the bargaining unit member who volunteers. Bargaining unit members who relinquish the overtime will remain at the beginning of the forced list.

Bargaining unit members will not be mandated over on their last working day before starting a priority vacation. Bargaining unit members will not be mandated in early on their first working day following their regularly scheduled days off.

Section 5. Emergency and Special Circumstances Overtime. The provisions of Sections 3 and 4 pertaining to voluntary and mandated overtime shall not apply when necessitated by an emergency situation or special circumstances beyond the control of the City. The City will provide prior notification to the bargaining unit members of the change as permitted by the emergency or special circumstance.

Bargaining unit members may not be required to work more than four (4) hours before or after their regularly scheduled shift. Bargaining unit members may not be mandated in and mandated over in connection with the same shift. Bargaining unit members will not be mandated in to work overtime while off duty for the following reasons: regularly scheduled day off, previously scheduled leaves for vacation, personal business, or compensatory time, or family and medical leave. Bargaining unit members will be granted twelve (12) hours off work between shifts whenever possible.

Section 6. Overtime Other.

A. Bargaining unit members on sick leave, medically excused, worker's compensation leave, or death in the family leave, will not be contacted for purposes of offering or mandated overtime.

B. When time off is authorized by the City Manager due to inclement weather or other conditions the bargaining unit members required to remain on duty, who are scheduled to work, or who are mandated to come in and work during this period of time shall receive premium pay at the rate of time-and-one-half for the hours worked. This subsection will not apply if leave accrual is offered by the City.

Section 7. Schedule Adjustment. An employee may adjust her or his schedule with the approval of management for any part of her or his regular shift. Employee is responsible for all aspects of the schedule adjustment, including informing supervisor(s) of the schedule adjustment. The City reserves the right to withdraw approval of the schedule adjustment in the event of an emergency.

ARTICLE 17 WAGES AND DIFFERENTIALS

Section 1. Wages. Bargaining unit members will be compensated in accordance with Appendix B of this Work Agreement. Bargaining unit members will be placed at the corresponding month of their total length of service.

The City will be authorized to hire new employees into bargaining unit positions at a rate higher than the start rate. Such action by the City will be made based on the qualifications of the new employee or when recruitment demands dictate.

In addition to the base wages provided for in Appendix B, all bargaining unit members who were hired prior to the implementation of the 2023 New Hire Incentive program shall receive a retention incentive adjustment in the amount of One Dollar and Ten Cents (\$1.10) per hour added to their base wage rate for the life of this Agreement. It is understood that this incentive payment will sunset on June 30, 2026.

Section 2. Out of Position Pay. Bargaining unit members who are assigned to a position with a higher salary range for a period of eight (8) or more hours in a twenty-four (24) consecutive hour period, shall be compensated for all hours served in higher class at a rate of five percent (5%) above the member's current base pay or the entry rate of the pay range of the classification being filled, whichever is greater.

Section 3. Shift Differential. Bargaining unit members, employed as of the effective date of this Work Agreement, that are permanently assigned to a shift with fifty percent (50%) occurring between 5:00 p.m. and 6:00 a.m. shall receive a pay differential of five percent (5%) of the bargaining unit member's base hourly rate as an additive.

Section 4. Longevity Pay Any bargaining unit 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 December 31, 2023. 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%.

ARTICLE 18 OVERTIME PAY AND COMPENSATORY TIME

Section 1. Overtime. All full-time bargaining unit members who work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay. Eligibility for premium pay based on hours worked, whether statutory overtime or contractual premiums, shall be determined based on hours actually worked in the work day or work week. Holiday time shall count as hours worked, but vacation time, sick time, personal leave time, and any other form of paid or unpaid leave shall not count toward hours worked. There shall be no pyramiding of premium pay rates, but in each case bargaining unit members shall be entitled to the highest applicable premium.

Overtime shall be paid in fifteen (15) minute increments.

If mutually agreed to by the bargaining unit member and the City, a member's scheduled work hours may be modified during the week to avoid overtime.

Section 2. Compensatory Time. If the option is provided by the City for any City employees and allowed by the Fair Labor Standards Act, full time bargaining unit members may request overtime worked to be credited as compensatory time.

- A. Compensatory time off shall be compensated at the time and one-half (1½) rate.

- B. All bargaining unit members shall make this election for compensatory time during the pay period in which the overtime is worked. Compensatory time off shall be granted on a first come, first served basis, depending on staffing needs. Management shall provide tentative approval or denial as soon as reasonably practical.

- C. Granting of compensatory time shall be in accordance with the Fair Labor Standards Act. The accumulation of compensatory time will not exceed a maximum of one hundred sixty (160) hours respectively.

- D. Communication Training Officer is entitled to two (2) hours of compensatory time per Daily Observation Report completed. The Training Coordinator will be entitled to one (1) hour of compensatory time for every DOR packet completed.

Section 3. Stand-By Pay. A bargaining unit member required to stand-by during an off duty period shall be entitled to a minimum of two (2) hours compensation at the rate of one and one half (1½) times his or her hourly rate of pay for each sixteen (16) hour period or less that the member is required to stand-by. Stand-by in this work agreement is defined to mean a bargaining unit member who must maintain contact with an office and be able to report to the work site within a period of thirty (30) minutes from the time contacted. Bargaining unit members who are assigned to stand-by duty but who are not reachable by telephone within fifteen minutes of any call-out attempt shall not receive stand-by pay for that stand-by period. In the event the bargaining unit member is called-out during the sixteen (16) hour period only the call-out compensation will be paid and the stand-by shall not be compensated (See Section 4 of this Article).

Section 4. Call Out Pay. Bargaining unit members who are called to perform work before or after their normal working hours shall be paid premium pay at the rate of one and one-half times their regular hourly rate for all hours worked and shall receive a minimum of two (2) hours pay.

Section 5. Staffing Coverage. Employees who are asked to work outside of their regular work schedule in order to maintain adequate staffing in the ECC shall be paid at the premium rate of time-and-one-half for all hours actually worked outside of their regular work schedule.

ARTICLE 19 ABSENCES FROM DUTY

Section 1. Jury Duty. A bargaining unit member shall receive necessary time off with pay when called upon for jury duty. When released from jury duty, bargaining unit members are required to report their availability to their supervisor. The City will adjust work schedules as needed to ensure employees are not required to work or serve jury duty while unduly fatigued. Employees shall retain any compensation received for their jury service.

Section 2. Court Appearances. A bargaining unit member who is required to appear in court on behalf of the City on his or her time off shall receive one and one-half (1½) times his or her hourly rate of pay for a minimum of two (2) hours or for the actual period of time that the bargaining unit member is required to be available by the court, whichever is greater.

Section 3. Bereavement Leave. In the case of death within the immediate family of a regular bargaining unit member, the bargaining unit member shall be entitled to remain absent from duty with pay. This leave will not be charged against the bargaining unit member's accumulated sick leave or vacation time. Leave taken in these cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a 400 (four hundred) mile radius, the bargaining unit member shall be entitled to remain absent from duty in order to attend these services for a period not to exceed five (5) working days. The term immediate family as used herein shall consist of: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, step mother/father, step brother/sister, step children, half brother/sister. Circumstances beyond those described above are subject to supervisory approval, and can be appealed up the chain of command.

Section 4. Sick Leave. Sick leave may be accumulated to a maximum of 1040 hours.

A. Accrual of Sick Leave Credit. All regular full time bargaining unit members shall receive sick leave credit at the rate of eight (8) hours for each calendar month employed. Part time bargaining unit members shall accrue sick leave credit each month in proportion to the regular scheduled work hours per pay period divided by eighty (80).

B. Use of Sick Leave Credit. Sick leave may be used as it is accrued. 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:

1. sick or disability leave;
2. family leave; or
3. maternity leave.

C. Sick Leave During Vacation. Bargaining unit members may use accumulated sick leave credit for illness or injury while on authorized vacation provided the use of sick leave credit would be warranted if the bargaining unit member were not on vacation and satisfactory notification is provided.

D. Effect on Retirement or Separation. Bargaining unit members hired prior to July 1, 2023, who voluntarily separate from the service of the City for any reason shall be compensated for accumulated sick leave credit at the rate of pay in effect at the time of the bargaining unit member's separation, provided two (2) weeks notice is given. This

compensation shall not exceed an amount equal to one thousand and forty (1040) hours of regular straight time earnings.

Bargaining unit members hired before July 1, 2023, who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

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

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, 2023 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
Telecommunicator I	\$303.00
Telecommunicator II	\$333.00

YEARS OF SERVICE	VESTING
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one-time option to elect to be included in the 401a program, in which case they will not be eligible for pay out of any sick leave upon retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after July 1, 2023. 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.

The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, in September of 2023 and July of 2024. 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 prorating of any such payments for partial years of service.

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 Telecommunicator I with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully in the 401a program and would receive an initial contribution from the City in the amount of \$1,515.00 (5 x \$303.00). A Telecommunicator II with 3.9 years of service would receive an initial contribution from the City in the amount of \$999.00 (3 x \$333.00).

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 5. Extended Medical/Disability Leave. Extended medical and disability leave shall be for a period of ninety (90) days. When all sick leave and vacation benefits are exhausted by a regular bargaining unit member, leave time shall convert to leave without pay status for ninety (90) calendar days. In order to maintain a position with the City while on extended medical or disability leave, the bargaining unit member must present a physician's statement to the Human Resources Director certifying the bargaining unit member is unable to perform his or her job duties. The physician's statement shall be updated as the Human Resources Director deems necessary.

Any extension of medical or disability leave shall be at the sole discretion of the City taking into consideration the welfare of the bargaining unit member and needs of the City. Failure on the part of the bargaining unit member to report at the end of this extended leave period shall be considered a resignation.

Section 6. Leave of Absence Without Pay. 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. The Chief of Police is authorized to grant a leave of absence not to exceed fifteen (15) calendar days upon recommendation of the bargaining unit member's chain of command. 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.

ARTICLE 20 VACATIONS

Section 1. Schedule of Vacation Accrual. All regular full time bargaining unit members shall receive vacation leave credit on a monthly basis for each calendar month actually worked including the initial probationary period. This leave shall accrue in accordance with the applicable schedule hereinafter set forth:

<u>LENGTH OF SERVICE</u>	<u>EARNED VACATION</u>
Less than 60 months	80 hours
60 to 120 months	120 hours
120 to 180 months	160 hours
180 months and over	200 hours

A. Regular part time bargaining unit members shall accrue annual vacation leave credit on proportional basis for the hours worked to the above schedule.

Vacation leave may be taken as soon as it has been accrued, provided it is scheduled as provided for in this Agreement. Bargaining unit members shall be allowed to bid during the vacation bidding process the total number of hours they will accrue for the next calendar year.

Section 2. Accumulation of Vacation Leave. Bargaining unit members may accumulate and carry over vacation leave credit from one year to the next up to a maximum of four hundred (400) hours.

Section 3. Vacation Scheduling. Employees will schedule vacation in seniority order on a round-robin basis, during December each year, for the following year. During each rotation a bargaining unit member will be allowed to select one block of time, not to exceed two (2) weeks in length. The City shall post the scheduled vacation time within ten (10) calendar days of completion of the bidding. Thereafter, employees may schedule or reschedule vacation days to any open day on their shift, on a first-come, first-served basis. Management must allow at least one person per shift, per day, to be off on vacation, if requested, and may allow more if staffing permits. A bargaining unit member that is involuntarily transferred to another shift shall not have their vacation schedule changed. A bargaining unit member that voluntarily transfers to another shift may have their vacation schedule changed to conform to this Section and previously scheduled vacations for the shift.

For special circumstances bargaining unit members will be allowed to schedule a block of time that exceeds two (2) weeks in length with the prior approval of the CWA Local Vice President and the City.

Section 4. Holidays Observed During Scheduled Vacation. 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 member's scheduled vacation.

Section 5. Effects of Employment Termination. Any regular bargaining unit member who separates from the service of the City for any reason shall be paid for any unused, accumulated vacation up to a maximum of four hundred (400) hours, provided the member provides a two-week notice. Any bargaining unit member terminated during the initial probationary period shall not be entitled to pay for accrued vacation.

ARTICLE 21 HOLIDAYS

Section 1. Designated Holidays. All eligible bargaining unit members shall be entitled to 12 (twelve) holidays per year with pay as follows:

New Year's Day	Martin Luther King's Birthday
Juneteenth	Truman's Birthday
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	The Day After Thanksgiving
Christmas Eve	Christmas Day

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

Section 2. Part Time Bargaining Unit Members. Regular part time bargaining unit members shall receive holiday pay on a proportional basis for the hours worked.

Section 3. Bargaining Unit Members Scheduled to Work on Holidays. Bargaining unit members required to work on a holiday shall be paid eight (8) hours holiday pay at their straight time rate and in addition:

- A. All hours worked on a holiday by a bargaining unit member will be paid at one and one-half (1.5) times the straight time rate.
- B. Call-outs, unscheduled hours and hours worked in excess of scheduled straight-time hours will be paid at one and one-half (1.5) times the straight-time rate.

For units that do not require staffing on a twenty-four (24) hour basis and/or seven (7) days a week schedule, whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday; whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 4. Bargaining Unit Members Scheduled Regular Day off is a Holiday. Bargaining Unit Members scheduled on a regular day off, on a holiday, shall receive eight (8) hours holiday pay at their regular rate of pay in compensation for the holiday.

Section 5. Holiday Leave Requests. Bargaining Unit Members scheduled to work on a holiday may request their shift off. When two or more Bargaining Unit Members request their shift off, preference will first be given to Telecommunicator II's by seniority and then to Telecommunicator I's by seniority. Such requests will be subject to the approval of the City.

Section 6. Staff Reduction. The City shall have the option of reducing staff during a shift on a holiday. If there are no volunteers the staff will be released on a rotational basis in inverse order of seniority. Bargaining Unit Members will be provided at least forty-eight (48) hours notice if they are not required to work on a holiday or a day observed as a holiday. Members that are scheduled but are directed not to work on a holiday shall be put on stand-by status for the holiday if required to be available for call-in.

ARTICLE 22 PERSONAL BUSINESS LEAVE

Section 1. Personal Day Credit. All regular full time bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of leave for personal business which may be bid and taken in the same manner as vacation leave. Personal day leave is credited in increments of two (2) hours per month. Personal day leave may be accumulated for use in successive years up to a maximum of sixty (60) hours.

Section 2. Personal Days after Termination. Any bargaining unit member who terminates for any reason shall be paid for any unused accumulated Personal Business Leave up to but not to exceed sixty (60) hours.

ARTICLE 23 HEALTH INSURANCE

Section 1. Health Insurance. The City agrees to make available health insurance to bargaining unit members who are eligible under the provisions of the City's health insurance policy. Until such time as new medical insurance plans are introduced, the City agrees to maintain the current plans in effect as of the effective date of this work agreement. Both the cost sharing and benefit package shall be equal to the cost sharing and benefit package offered to other City employees.

Section 2. Stay Well Program. The City shall maintain the "Stay Well Advisory Committee" during the term of this Agreement, and as long as the City maintains a self-funded health care program. The City agrees that the Union will have one voting member, designated by the Union, on the Stay-Well Committee, and further agrees that it will not adopt any new plan, abandon any plan, or make changes to any plan until such time as the Stay-Well Committee provides a recommendation to the City Manager. Until such time as new medical insurance plans are introduced or changes to existing plans are adopted, the City agrees to maintain the current plans in effect as of the effective date of this Agreement.

ARTICLE 24 LIFE INSURANCE

Section 1. Life Insurance. All full time and part time bargaining unit members shall be enrolled in the City's group term life insurance program. Such term life insurance shall be provided to the bargaining unit member at no cost.

Section 2. Life Insurance Retired Members. If available, retired bargaining unit members will be eligible to continue group term life insurance at a reduced policy amount. The cost (premium) for this term life insurance will be the responsibility of the retired bargaining unit member.

ARTICLE 25 EMPLOYEE ASSISTANCE PROGRAM

The City agrees to make available an Employee Assistance Program to bargaining unit members.

ARTICLE 26 RETIREMENT SYSTEM

It shall be mandatory for all permanent, eligible bargaining unit members to participate in the LAGERS (Local Government Employees Retirement System) retirement and disability program.

Upon ratification and adoption of this Agreement, the City shall promptly begin the process for transitioning the bargaining unit to public safety status under the LAGERS retirement system. Retirement benefits shall be based on five years final average salary.

ARTICLE 27 UNIFORM BENEFITS

Section 1. Uniforms. Bargaining unit members shall be provided six (6) uniform shirts with replacement as needed, to be approved from a supervisor. All other clothing worn by employees while on duty, including jeans, must be business appropriate.

Section 2. Personal Appearance. Bargaining unit employees in non-public-facing positions shall not be prohibited from having body piercings, nor shall the Department place limitations on their hair color. It is mutually understood that all members are currently in non-public-facing positions.

ARTICLE 28 GRIEVANCE PROCEDURE

Section 1. Definitions.

- A. Grievance. A grievance is defined to be any matter(s) involving an alleged violation of this agreement. (These matters shall be exclusively resolved in accordance with the procedure herein provided).
- B. Complaint. A complaint is defined to be an alleged, unreasonable, inequitable, or unsafe situation. (The final hearing for a complaint shall be at Step 3 as defined herein).
- C. Initial Time Limit. Grievances or complaints must be filed with the City within thirty (30) days of the occurrence of the alleged incident.

Section 2. Exclusive Representative. The Union shall be the exclusive representative of all the members in the bargaining unit for purposes of presenting to and discussing with the City all grievances and complaints as defined above.

Section 3. Procedure. The City and the Union agree to the following exclusive procedure of presenting and adjusting grievances and complaints as defined above which must be processed in accordance with the following steps, time limits, and conditions:

- A. Step 1 A grieved bargaining unit member and/or the Union Representative(s) shall discuss the matter with the division supervisor and/or his or her designee. The written grievance shall be signed by the Union Representative, include the name(s) of the aggrieved bargaining unit member(s), and shall refer to the specific provisions of the agreement alleged to have been violated, if applicable, set forth the precise events which gave rise to the grievance, and state the relief sought. If the grievance is not settled within thirty (30) calendar days following filing of said grievance, the grievance shall, within ten (10) days thereafter, be submitted to the next step.
- B. Step 2 In the event the grievance is not resolved at Step 1, the written grievance shall be forwarded to the department director by the Union within the above ten (10) day period. Step 2 grievance discussions shall take place at a meeting with the department director and/or his or her designee and the Union Representative(s). The meeting shall be scheduled and held, at a mutually agreed time and date, within fourteen (14) calendar days of receipt of the written

grievance by the department director. The City shall give its written answer to the grievance within five (5) working days after the close of discussion(s).

C. Step 3 This answer shall be final unless the grievance or complaint is appealed by written notice to the City Manager within fourteen (14) calendar days after receipt of the City's Step 2 answer. Step 3 grievance or complaint procedures are as follows:

1. Within ten (10) days of receipt of the grievance or complaint the City Manager will rule on the grievance based on the information provided or assign an Administrative Hearing Officer to hold a hearing, take testimony, make findings of fact and conclusions of law and make a recommendation to the City Manager. A hearing conducted by the Administrative Hearing Officer will be held, at a mutually agreed to time and date, within fourteen (14) calendar days of the appointment of the Administrative Hearing Officer.
2. The Administrative Hearing Officer may subpoena persons and documents from all City departments on that Officer's motion or the department's or Union's request. The Administrative Hearing Officer shall observe due process and the rights of all parties throughout this procedure.
3. The Administrative Hearing Officer shall prepare a recommendation within ten (10) days of the hearing. The Union shall receive copies of the findings and recommendations of the Administrative Hearing Officer.
4. The City Manager shall submit a written response to the grievance or complaint within ten (10) days after receiving the administrative Hearing Officer's recommendation.

D. Step 4 This answer shall be final unless either party appeals the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within thirty (30) calendar days after receipt of the City's answer at Step 3. If mutually agreed to by both the City and the Union, grievances involving the termination or suspension pending termination of a bargaining unit member may be appealed directly to Step 4, Arbitration.

Section 4. Arbitration. A grievance, except as excluded herein, not adjusted between the City and the Union as provided in Section 3.C. of this Article shall, upon written request of either party, be referred for determination to an Arbitrator selected by agreement of the parties. In the event the parties are unable to select an Arbitrator who is mutually acceptable within twenty (20) calendar days after the written notice to arbitrate has been given, either of the parties shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall utilize a striking procedure to select an Arbitrator. The parties shall determine who shall have the first strike.

Grievances not subject to arbitration are disputes involving: wages and benefits as these pertain to the bargaining unit as a whole; items specifically identified in this Agreement as management rights; and the negotiation of this agreement.

Section 5. Grievance Expense. Each party to this agreement shall bear the expense of preparing and representing its own case. The fee and expense of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties hereto. However, each party shall be responsible for compensating its own representatives and witnesses, including the wages of any bargaining unit member appearing as a witness for their side. If either party desires a verbatim transcript of the proceedings, that party may cause a record to be made, provided the requesting party pays for the cost of the record and makes copies available to the other party and to the Arbitrator.

Section 6. Decision. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator, however, shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. He or she shall consider and decide only the specific issues submitted in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and

effect of law. The Arbitrator shall submit his or her decision in writing within thirty (30) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the Arbitrator's interpretation or application of the expressed terms of this agreement, the arguments and briefs related thereto, and the facts of the grievance presented.

Provided, however, if the Arbitrator's decision in any way extends beyond the terms of this agreement or results in adding to or subtracting from or modifying any of the provisions of this agreement, his or her decision shall be null and void and non-binding upon either party.

Section 7. Processing of Grievance(s) or Complaint(s). No more than two (2) bargaining unit members shall be granted on-duty time off with pay to participate in or facilitate conferences, discussions, or hearings with the City relating to the resolution of a specific grievance or complaint. To the extent possible the City will be provided with forty-eight (48) hours advance notice of any requested time off.

Section 8. Grievance Meetings. At any meeting held under this Article for the adjustment of a grievance or complaint, any party present shall be afforded full opportunity to present any facts or arguments pertaining to the matter(s) under consideration.

Section 9. Effect of Time Limits. The parties agree to follow each of the foregoing steps in the processing of a grievance or complaint. If, in any step except for Step 3, the City's representative fails to give his or her written answer within the time limit set forth therein, the grievance shall automatically be transferred to the next step at the expiration of the time limit. Any grievance or complaint not moved by the Union to the next step within the time limits provided following the City's answer will be considered settled on the basis of the City's last answer.

Each party has the right to one (1) fourteen (14) calendar day extension per grievance. Any further extensions may be granted by mutual agreement of the parties.

ARTICLE 29 MISCELLANEOUS PROVISIONS

Section 1. In conjunction with a formal training program provided to Telecommunicator I and Telecommunicator II positions, bargaining unit members will on occasion accompany commissioned police personnel during the performance of their duties. The decision as to whether this field review is an aspect of the City's training program for Telecommunicator I and Telecommunicator II positions will be at the sole discretion of the City and any decision related to the training program will be without recourse to the Union.

Section 2. Except as provided in this Section injured police officers shall not be used to fulfill the duties of either a Telecommunicator I or Telecommunicator II position. Injured police officers, who are qualified, shall be allowed to serve as 'call routers' while on modified duty.

Section 3. Continuity of ECC Operations. The City shall have the right during periods of short staffing to fill ECC operations positions with any qualified personnel in order to maintain essential services. It is understood that any Police Department personnel may work as a call taker, but only personnel with prior dispatch experience will fill Telecommunicator I positions. This shall be done only on a temporary or emergency basis while the City seeks to hire additional bargaining unit personnel and return to normal staffing levels. Staffing from outside the bargaining unit for the purpose of maintaining continuity of ECC operations shall continue until sufficient bargaining unit members are available to operate the ECC, but shall not be used as a means of avoiding the hiring of regular full-time bargaining unit personnel.

ARTICLE 30 SAVINGS CLAUSE

Section 1. If any provision of this agreement, or the application of a provision, should be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of the agreement shall remain in full force and effect.

Section 2. This agreement is subject to all federal, state, and municipal laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, the provisions shall be revised. Nothing in this agreement shall be construed to require either party to act contrary to any federal, state, or municipal law.

Section 3. The parties agree all ordinances now in force or hereafter enacted by the City Council not dealing with salary or benefit considerations and not in conflict with any Article, Section of any Article, or any language contained in this agreement, shall apply.

ARTICLE 31 TERM

This agreement shall be effective as of July 1, 2023, and shall remain in effect for three (3) years, to and including June 30, 2026. No later than ninety (90) days prior to the end of the agreement, either party may request, in writing, that negotiation commence on a new agreement. Upon receipt of the written request, the Union and the City shall meet and confer regarding the proposed new agreement. The existing agreement may be extended on a temporary basis by mutual agreement between the Union and the City Manager for the purpose of concluding discussions on the new agreement.

ARTICLE 32 CONCLUSION

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.

Zachary Walker
City Manager
City of Independence

Gerald Murray
Staff Representative
CWA Local 6360

APPENDIX A

DUES DEDUCTION CARD

(Last Name)	(First Name)	(Mid. Init.)
-------------	--------------	--------------

(Department)	(Title)	(Location)
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**COMMUNICATIONS WORKERS OF AMERICA
AUTHORIZATION FOR PAYROLL DEDUCTION
OF UNION DUES PAYABLE TO
COMMUNICATIONS WORKERS OF AMERICA**

I hereby authorize the City of Independence to deduct from my pay each month beginning in the month of _____, 20____, regular monthly Union dues and one initiation fee in the amount certified by the Treasurer of the Communications Workers of America.

I further direct the City to forward all sums deducted to the Treasurer of the Communications Workers of America.

This deduction may be canceled by the City upon my transfer to a position not included in the bargaining unit.

It is understood that the City assumes no responsibility in connection with this authorization except that of forwarding monies to the Treasurer of the Union.

Union dues are not deductible for income tax purposes as charitable contributions, although they may be deductible as business expenses in accordance with appropriate provisions of the Internal Revenue Code.

Dated: _____
Signature of Bargaining Unit member

Residence Address: _____

Contact Phone Number: _____

Personal Email Address:

APPENDIX B – WAGE RATES

Initial raises effective upon ratification. See tables beginning on next page.

3.0% increase at Ratification for Employees hired on or before July 1, 2023

Classification	Entry	Twelve Months	Twenty-Four Months	Forty-Eight Months	Seventy-Two Months	Ninety-Six Months
Telecommunicator I	\$21.10	\$22.16	\$23.27	\$24.55	\$25.90	\$27.39
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
	\$22.20	\$23.26	\$24.37	\$25.65	\$27.00	\$28.49
Telecommunicator II	\$23.23	\$24.39	\$25.61	\$27.02	\$28.50	\$30.14
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
	\$24.33	\$25.49	\$26.71	\$28.12	\$29.60	\$31.24

3.0% increase at Ratification for Employees hired on/after July 2, 2023

Classification	Entry	Twelve Months	Twenty-Four Months	Forty-Eight Months	Seventy-Two Months	Ninety-Six Months
Telecommunicator I	\$21.10	\$22.16	\$23.27	\$24.55	\$25.90	\$27.39
Telecommunicator II	\$23.23	\$24.39	\$25.61	\$27.02	\$28.50	\$30.14

2.75% increase on July 1, 2024 for employees hired on/before July 1, 2023

Classification	Entry	Twelve Months	Twenty-Four Months	Forty-Eight Months	Seventy-Two Months	Ninety-Six Months
Telecommunicator I	\$21.69	\$22.77	\$23.91	\$25.22	\$26.61	\$28.14
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
	\$22.79	\$23.87	\$25.01	\$26.32	\$27.71	\$29.24
Telecommunicator II	\$23.87	\$25.06	\$26.31	\$27.76	\$29.29	\$30.97
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
	\$24.97	\$26.16	\$27.41	\$28.86	\$30.39	\$32.07

2.75% increase on July 1, 2024 for employees hired on/after July 2, 2023

Classification	Entry	Twelve Months	Twenty-Four Months	Forty-Eight Months	Seventy-Two Months	Ninety-Six Months
Telecommunicator I	\$21.69	\$22.77	\$23.91	\$25.22	\$26.61	\$28.14
Telecommunicator II	\$23.87	\$25.06	\$26.31	\$27.76	\$29.29	\$30.97

2.50% increase on July 1, 2025 for employees hired on/before July 1, 2023

Classification	Entry	Twelve Months	Twenty-Four Months	Forty-Eight Months	Seventy-Two Months	Ninety-Six Months
Telecommunicator I	\$22.23	\$23.34	\$24.51	\$25.85	\$27.28	\$28.84
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
	\$23.33	\$24.44	\$25.61	\$26.95	\$28.38	\$29.94
Telecommunicator II	\$24.46	\$25.68	\$26.97	\$28.45	\$30.02	\$31.74
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
	\$25.56	\$26.78	\$28.07	\$29.55	\$31.12	\$32.84

2.50 increase on July 1, 2025 for employees hired on/after July 2, 2023

Classification	Entry	Twelve Months	Twenty-Four Months	Forty-Eight Months	Seventy-Two Months	Ninety-Six Months
Telecommunicator I	\$22.23	\$23.34	\$24.51	\$25.85	\$27.28	\$28.84
Telecommunicator II	\$24.46	\$25.68	\$26.97	\$28.45	\$30.02	\$31.74

