

AGREEMENT

Between

**CITY OF POPLAR BLUFF
(EMPLOYER)**



And

IBEW - LOCAL 702



**STREET, MOTOR POOL, &
CEMETERY DEPARTMENTS**

Effective

OCTOBER 19th, 2021 THROUGH DECEMBER 31st, 2022

**ARTICLE OF AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 702
AND
CITY OF POPLAR BLUFF, MISSOURI
STREET, MOTOR POOL AND CEMETERY DEPARTMENTS**

TABLE OF CONTENTS		
ARTICLE I	RECOGNITION	1
ARTICLE II	APPENDIXES AND AMENDMENTS	1
ARTICLE III	AGREEMENT BINDING ON SUCCESSORS	1
ARTICLE IV	SAVINGS CLAUSE	1
ARTICLE V	MANAGEMENT RIGHTS	2
ARTICLE VI	GRIEVANCE PROCEDURE	2
ARTICLE VII	GENERAL PROVISIONS	4
ARTICLE VIII	RESIDENCY REQUIREMENTS	4
ARTICLE IX	VACANCIES	5
ARTICLE X	NEW EMPLOYEES	6
ARTICLE XI	TEMPORARY EMPLOYEES	6
ARTICLE XII	PROMOTIONS	6
ARTICLE XIII	PERSONNEL TRANSFER	7
ARTICLE XIV	SENIORITY AND REDUCTION IN FORCE	7
ARTICLE XV	RETIREMENT OF EMPLOYEES	7
ARTICLE XVI	LEAVE OF ABSENCE	8
ARTICLE XVII	INCLEMENT WEATHER	8
ARTICLE XVIII	TOOLS, SAFETY AND TRAINING	8
ARTICLE XIX	CONDITIONS OF EMPLOYMENT	9
ARTICLE XX	WAGES	11
ARTICLE XXI	VACATIONS	13
ARTICLE XXII	HOLIDAYS	15
ARTICLE XXIII	SICK LEAVE	16
ARTICLE XXIV	ON-DUTY INJURY	18
ARTICLE XXV	BEREAVEMENT LEAVE	19
ARTICLE XXVI	JURY DUTY	19
ARTICLE XXVII	MEDICAL COVERAGE	19
ARTICLE XXVIII	MEALS	20
ARTICLE XXIX	UNION DUES	21
ARTICLE XXX	DURATION OF AGREEMENT	22

ARTICLE I

Recognition

The governing body of the City of Poplar Bluff, hereinafter referred to as "the City," recognizes the International Brotherhood of Electrical Workers, Local Union No. 702, hereinafter referred to as "the Union," as the sole collective bargaining agency, as outlined in Missouri State Board of Mediation Public Case No. 10278.001, for all of its employees of the Street, Motor Pool and Cemetery Departments, except department heads and other employees engaged in supervisory positions and watchmen.

ARTICLE II

Appendixes and Amendments

Section 1. All appendixes and amendments to this agreement shall be ratified in a manner consistent with the ratification of this agreement.

Section 2. All appendixes and amendments to this agreement shall be numbered or lettered, dated, and signed by authorized officials of the City and Union.

ARTICLE III

Agreement Binding on Successors

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered, or changed in any way whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE IV

Saving Clause

If any provision of this agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE V

Management Rights

Section 1. Management officials retain the full and unrestricted rights to the following provided they do not conflict with or violate any of the terms of this agreement.

- A. To direct the operation of and manage all manpower facilities and equipment. To determine the purpose of the department. To determine methods, means, and number of personnel needed to carry out the department's mission including the determination of number of employees and the promotion, classification, demotion, discipline, transfer, or release of said employees.
- B. To establish functions and programs. To set and amend budgets. To determine the utilization of technology including the introduction of new or improved methods or facilities or the changing of existing methods of facilities.

Section 2. If in the sole discretion of the City it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, tornadoes, or other similar catastrophes, the provisions of this agreement may be suspended by the City during the time of the declared emergency provided that wage rates and other monetary payments shall not be suspended.

ARTICLE VI

Grievance Procedure

Section 1. Should any grievance arise over the interpretation of this agreement, the following order of steps shall be taken to resolve such grievance.

Section 2.

Step One: The aggrieved employee, with or without the presence of a Steward, must approach their immediate supervisor, and inform them of the issue, within three (3) working days after the occurrence of, or knowledge of, the matter from which the issue arose. Within three (3) workdays of this notice, the immediate supervisor shall meet with the grievant and the Union Shop Steward if the aggrieved employee so chooses, in an effort to resolve the matter. Within three (3) working days after the meeting, the immediate supervisor shall give his verbal decision to the grievant.

Step Two: If the grievance is not resolved at Step One, the aggrieved employee shall reduce the matter in writing on a form mutually agreeable to both the City and the Union, and appeal the decision to the Street Superintendent within three (3) working days after receipt of the immediate supervisor's verbal answer. Within three (3) workdays after receipt of the appeal, the Street Superintendent will meet with the aggrieved employee and the Union Shop Steward if the aggrieved employee so chooses. Within five (5) days after this meeting, the Street Superintendent shall give his written decision to the grievant.

Step Three: If the grievance is not resolved in Step Two, then the Grievant can appeal the Street Superintendent's decision and forward all written documentation concerning the grievance to the Office of the City Manager and the Union Business Representative. The grievance appeal must be submitted to the City Manager within five (5) workdays following receipt of the Street Superintendent's reply. Within ten (10) workdays after receipt of the appeal, the City Manager will meet with the aggrieved employee, the Steward, and the Union Business Representative if the aggrieved employee so chooses, as long as scheduling allows. Within ten (10) work days after this meeting, the City Manager shall give their written decision to the grievance.

Step Four: If not settled in Step Three, the Union and the City shall designate a representative and the two (2) so designated shall select a third person to meet as an arbitration board. Said arbitration board shall be established within ten (10) working days following issuance and receipt of the City Manager's decision from Step Three. This board shall hear the evidence and submit their recommendation to the City Manager for his action. Each party shall bear the expense of its own arbitrator and witnesses. Expense of the third arbitrator shall be shared equally by the City and the Union.

Section 3. A grievance which arises from the operations, activities, or responsibilities of the City's Human Resources Department may, if necessary, include the Director of Human Resources in steps 3 and 4 of the grievance procedure.

Section 4. There shall be no suspension of work or slowdown by employees, nor any lockout by the City, during any of the above procedures.

Section 5. When the City suspends or discharges an employee, and a grievance is filed with regard to the suspension or discharge, such suspension or discharge shall not be final until a settlement is reached in the matter, the Union withdraws the grievance, or an arbitrator has ruled on the matter. If the employee is reinstated, he shall immediately return to work and receive back pay from the time of suspension or discharge.

ARTICLE VII

General Provisions

Section 1. Reasonable space shall be provided on plant bulletin boards for the posting of Union notices by Stewards. Union notices to be interpreted as messages from City administration and advisory personnel and/or messages from Union Stewards and officials to Union members. All notices shall be signed by proper officials. Use of the bulletin boards by employees to post unsigned documents will result in disciplinary measures, including dismissal from employment.

Section 2. Consideration of race, political or religious opinions or practice as a test for employment or promotion in any position of the city shall not be exercised. Membership in any club or organization shall not be required of any employee. Any work or activity of any employee during off hours which adversely affects his ability to perform properly in his work while on duty will not be permitted.

Section 3. An emergency is defined to mean any unforeseen, unscheduled, or otherwise unavoidable condition which arises that endangers continuity of service, protection of equipment, or personnel. Such emergency is to last only as long as necessary to revert to normal procedures and schedules.

Section 4. All employees, who are required to perform work which is unusually or otherwise injurious to clothing, shall be given ample time to clean up and change into suitable clothing.

Section 5. Among the reasons to leave the employment of the City with good standing, an employee must give two (2) weeks' notice. The City will give two (2) weeks' notice to any regular employee before laying off due to reduction in force.

Section 6. Changes in City rules and general instructions will be posted on an official bulletin board and signed by proper authorities. No changes in City rules and general instructions will be made in violation of this agreement.

ARTICLE VIII

Residency Requirement

Section 1. All present and future employees shall be allowed residency outside the City limits of Poplar Bluff, provided that they reside within the boundaries of Butler County, or in the adjacent Missouri Counties of Ripley, Wayne, Carter, Stoddard, and Dunklin, but not more than forty-five (45) miles from the Butler County line. The terms "present employees" and "future employees" shall refer to regular employees as of the date of the enactment of this Section. No City owned vehicle shall be driven home outside the boundary of Butler County.

Section 2. Employees covered by this agreement shall have a working telephone or cell phone at his/her place of residence. Unlisted phones will be permitted provided the unlisted phone number is made available to the applicable departments and personnel of the City.

Section 3. Any employee violating the residency requirement regulations may be suspended, demoted, or dismissed by the City Manager.

Section 4. In the judgment of the hiring manager where two (2) or more applicants have equal qualifications, then preference shall be given to that applicant living within the City limits.

ARTICLE IX

Vacancies

Section 1. As vacancies and new positions occur in the Street, Motor Pool, & Cemetery Departments, notice will be posted with the job description for five (5) days prior to filling so that any employee may request a promotion or transfer to such vacancy or new position. Such request must be made in writing to the supervisor. Any employee who changes to any position covered by this agreement shall retain full seniority.

Section 2. Any employee covered by this bargaining agreement may make application for the vacant position. In filling the position, the employer will give preference to a member of the bargaining agreement with department seniority if factors, including experience, education, job knowledge, are equal.

Section 3. After new positions are posted and then awarded, the employee will be placed in the job no later than ten (10) workdays.

Section 4. Employees covered by this Agreement shall be allowed to apply for any and all open positions within the City that are not covered under this Agreement. The City agrees to post all such notices within each Department of this Agreement, and such postings shall contain the position title and be accompanied by a job description so that employees are aware of the requirement of the job. For those wishing to apply for such positions, applications will be accepted for a period of fourteen (14) calendar days, which shall be identified on the job posting, and they shall make written application (available in the Human Resources Department at City Hall) to the appropriate Department Head of the aforementioned open position. Additionally, the City shall be free to advertise the open position publicly in the media and format of their choosing.

ARTICLE X

New Employees

Section 1. New employees shall be considered as probationary employees for the first ninety (90) days of employment during which the employee may be terminated without Union recourse. The City agrees that all other conditions of employment in this Agreement shall be granted to the probationary employee during this period.

Section 2. The City agrees to notify the Union of all new employees covered under this Agreement hired in the classification stated herein within ten (10) days of date of hire. Specific provisions for part-time personnel will be understood between the City and the Union upon the date of hire of temporary employees. Not more than one (1) part-time or temporary personnel shall be hired for every five (5) full time regular employees. The ratio shall include the divisions of the Street Department, Motor Pool, and Cemetery Departments, combined.

ARTICLE XI

Temporary Employees

Temporary or part-time employees will only perform work for a period of six (6) months and shall not be included in the provisions of this Agreement, and each will be set up on an individual basis as to salary, working hours, work to be performed, etc., by the Street Superintendent. They will not be included in holiday leave, retirement or overtime pay, etc., due to the fact that they are only employed part-time or on a temporary basis. Part-time temporary employees will only perform work for a period of six (6) months. Any extension or exception to this six (6) month limitation shall be handled on a case-by-case basis and discussed with the Union. Qualified full-time employees who are in a laid off status shall be called back on a seniority basis to do any temporary work required.

ARTICLE XII

Promotions

All promotions will be based on ability of the employee involved to perform the duties of the classification into which he would be promoted. The number of personnel in all classifications shall be determined by management.

ARTICLE XIII

Personnel Transfer

The City reserves the right to transfer personnel without regard to seniority when such a transfer is necessary due to the physical condition of one (1) of the employees concerned and when such transfer has been agreed upon by the employee's immediate supervisor and the department steward.

ARTICLE XIV

Seniority and Reduction in Force

Section 1. City seniority is an employee's most recent date of employment or re-employment with the City. Seniority will not accrue during a leave of absence without pay. City seniority shall be used for matters involving length of service and benefits accrued thereof. After successful completion of the probationary period, seniority time reverts to date of employment.

Section 2. In the event of a layoff probationary employees shall be laid off first and shall not have recall rights. After all probationary employees have been laid off, reduction will occur by laying off those employees with least seniority.

Section 3. Employees in layoff status (other than probationary) shall have recall rights for a period of one (1) year from the effective date of the layoff, and have preference to openings over new applicants. Recall will be made by certified mail to the last address in the employer's records. The recall notice must be answered within five (5) calendar days of its delivery for the notice to be effective. Recall from layoff shall be in the reverse order of layoff provided that the employee remains qualified to hold the position.

ARTICLE XV

Retirement of Employees

All employees shall be subject to the provisions of Section 120.670 of the City's Code of Ordinances under the heading of Retirement System, and any amendments thereto.

Effective January 1, 2014, the City's benefit program shall be the LAGERS L-6 program and shall be non-contributory.

ARTICLE XVI

Leave of Absence

Section 1. The Street Superintendent, in appropriate circumstances, may grant leaves of absence without pay for a period not to exceed two (2) weeks. If such a leave of absence is requested for a longer period of time not exceeding one (1) year, authorization from the City Manager must be secured.

Section 2. Benefits normally accruing to employees covered by this Agreement shall not be provided by the City during the leave of absence.

Section 3. A leave of absence without pay shall not be granted in order that the employee may accept or seek employment elsewhere.

Section 4. An employee taking a leave of absence will return with the same seniority as he or she had before taking the leave of absence.

ARTICLE XVII

Inclement Weather

Work assignments outside during inclement weather shall be a subject of discussion between Union Shop Steward and department supervisor. Should these two disagree, the problem will immediately be referred to the Street Superintendent for his decision.

ARTICLE XVIII

Tools, Safety and Training

Section 1. The City agrees to furnish all necessary tools on the job.

Section 2. The City shall not replace tools due to their being lost, stolen (due to employee negligence), or for proven abusive use. Tools lost, stolen (due to employee negligence), or abused will be replaced by the employee at his expense.

Section 3. In order to secure a replacement for broken or worn-out tools or safety apparatus, the employee shall be required to exchange the old equipment for the replacement.

Section 4. It is the firm policy of management to adopt training programs that maximize the most extensive equipment training among the largest number of employees. Further, it is part of the firm policy that the training programs be administered fairly, equally, and without discrimination.

Section 5. Safety equipment and protective devices, including "hard hats," will be utilized as per OSHA standards pertaining to headgear. Such headgear shall be provided to the employees without cost. "Soft caps" will be provided by the City and shall be worn as needed when "hard hats" are not required. No other headgear is authorized or permitted.

Section 6. In order to maximize the use of safety equipment and protective devices, the use of such equipment shall be decided by one (1) representative of the City and one (1) representative of the Union, designated as "Safety Officers." In the event that these two representatives cannot agree, the question shall be submitted to the Street Superintendent and his decision shall be final. Any safety rules or training programs which require loss of regular work time or additional work time of an employee or requires financial support of the City must first be approved by the City.

Section 7. In order to eliminate unsafe conditions or working practices and to provide proper training programs, there shall be created a safety committee of four (4), two (2) to be selected by the City and two (2) to be selected by the Union, to consider all conditions regarding safety and training matters. The City Manager or designated personnel shall be an ex-officio member of the committee. The safety committee may adopt safety rules and training programs and put them into effect. Any safety rules or training programs which require loss of regular work time or additional work time of an employee or require financial support of the City must first be approved by the City Manager or their designee. There shall be at least one safety meeting per month. Minutes shall be recorded and a copy sent to the Union.

ARTICLE XIX

Condition of Employment

Section 1.

A. The work week for the Street Department and Motor Pool shall be as follows:

There shall be two standard work weeks:

1. The first standard work week shall consist of a starting time of 6:30 a.m. and an ending time of 3:30 p.m. for Monday, Tuesday, Wednesday, and Thursday, with the hours on Friday being from 7:30 a.m. to 11:30 a.m., with the entirety constituting a forty (40) hour work week. Employees will be expected to eat lunch, Monday through Thursday, during this scheduled work time as their schedule allows, with no designated unpaid lunch time.

2. For the time period outside of the aforementioned schedule, start time shall be 7:00 a.m. and the end of the work day shall be 3:30 p.m., with a half hour unpaid lunch period taken at 11:00 a.m., all occurring on Monday through Friday, constituting a forty (40) hour work week.

It is understood and agreed that the above-referenced schedules shall be scheduled and implemented at the Street Superintendent's discretion, but every attempt will be made to provide at least a two-week notice to all affected members when changing from one schedule to the other.

- B. For the employees of the Cemetery Department, their start time shall be 7:00 a.m. and the end of the work day shall be 3:30 p.m., with a half hour unpaid lunch period taken at 11:00 a.m., all occurring on Monday through Friday, constituting a forty (40) hour work week, for all weeks of the calendar year.

NOTE: Asphalt detail, Snow schedule, Street Sweeper, Street Painting / Striping, Flusher Truck, and projects of a safety nature which may not reasonably be able to be scheduled within the aforementioned hours shall be excluded.

Section 2. Employees of the City shall be required to work overtime hours during emergency and seasonal high workload periods. Supervisors shall arrange the work schedules of their section so as to accomplish the required work within the standard workday or workweek. If it shall prove necessary for any employee to work beyond the hours established for the standard workday or workweek, the department head may authorize overtime work.

Section 3. Employees of the City paid by the hour required by their supervisors, with the approval of the City Manager, to work overtime for extended periods because of extraordinary emergencies shall be compensated for their overtime at an hourly rate equal to one and one-half (1-1/2) times their regular rate of pay.

Section 4. Employees of the Street, Motor Pool and Cemetery Departments, that are required to work beyond the established work week, will be compensated accordingly:

- Saturday at one and one-half (1.5) times their regular rate of pay;
- Sunday at two (2) times their regular rate of pay.

Section 5. All employees shall be granted two (2) fifteen (15) minute breaks reasonably distributed during the eight (8) or nine (9) hour workday, with one (1) fifteen (15) minute break during the four (4) hour workday.

Section 6. Employees of the City on an hourly basis of compensation called out on emergency work after hours will be guaranteed a minimum of two (2) hours pay as a reporting fee.

Section 7. Any employee requested to stand-by or be available for orders shall receive a minimum of eight (8) hours pay at one and one-half times their regular rate of pay for the day of each twenty-four (24) hours of such stand-by service. Employees on stand-by duty for Friday and the last working day prior to the holiday shall be paid at a minimum of four (4) hours at one and one half (1.5) times their regular rate of pay. Saturday, Sunday, and holidays stand-by duty shall be paid at a minimum of eight (8) hours at one and one half (1.5) times their regular rate of pay for each day so assigned. In addition, they shall receive pay for each day so assigned.

In addition, they shall receive pay, at the applicable overtime rate, for all time they are required to perform service calls during such stand-by period(s).

Section 8. Stand-by shall include stand-by pay for cemetery employees for holiday and weekends only.

ARTICLE XX

Wages

Section 1. That the employees of the Street, Motor Pool, & Cemetery Departments of the City of Poplar Bluff, Missouri, shall receive the following compensation for their services:

<u>Job Title</u>	<u>Rate of Compensation Per Hour</u>	
<u>STREET DEPARTMENT</u>	Current	2.00%
CLASSIFICATION		1 / 1 / 2022
Working Foreman	\$19.61	\$20.00
Master Operator	\$18.92	\$19.30
Equipment Operator I	\$17.72	\$18.28
Utility Operator	\$17.72	\$18.28
Equipment Operator II	\$16.96	\$17.30
Equipment Operator III (2 Yr.)	\$15.80	\$16.12
Equipment Operator III (1 Yr.)	\$14.57	\$14.86
Equipment Operator III (Start)	\$13.98	\$14.26
Laborer (2 Yr.)*	\$15.27	\$15.58
Laborer (1 Yr.)*	\$14.32	\$14.61
Laborer (6 Months)*	\$13.39	\$13.66
Laborer (Start)*	\$10.72	\$10.93

*It is understood and agreed that when the one (1) remaining employee of the Laborer classification vacates this position, that the Laborer classification in the Street Department will be eliminated.

<u>MOTOR POOL</u>		2.00%
CLASSIFICATION		1 / 1 / 2022
Working Foreman	\$19.61	\$20.00
Mechanic (1 Yr.)	\$19.42	\$19.81
Mechanic (6 Mo.)	\$16.70	\$17.03
Mechanic (Start)	\$12.86	\$13.12
<u>CEMETERY DEPARTMENT</u>		2.00%
CLASSIFICATION		1 / 1 / 2022
Working Foreman	\$19.61	\$20.00
Assistant Working Foreman	\$16.96	\$17.30

In addition to the wages referenced above, the City agrees that each employee covered under this Agreement shall be compensated four additional lump-sum amounts equal to three percent (3.0%) their gross wages through the following periods:

- First Period: January 1, 2021 through June 30, 2021
- Second Period: July 1, 2021 through December 31, 2021
- Third Period: January 1, 2022 through June 30, 2022
- Fourth Period: July 1, 2022 through December 31, 2022

Except for the initial payment of the First Period (which shall be issued to employees by November 15th, 2021), these payments shall be made during the month after the Period in which such lump sum payments were earned.

Section 2. The City agrees to pay the difference in the normal drivers' licenses fee and the Commercial Drivers' Licenses (CDLs) fees. This shall be for both the initial CDL license and any renewals thereof.

Section 3. All employees covered under this Agreement shall be paid an annual uniform allowance expense, to be paid by the City prior to December 31 of each year during the term of this Agreement, as follows:

<u>2021</u>	<u>2022</u>
\$300.00	\$309.00

The City agrees to an annual 3.0% increase to the uniform allowance, which is reflected above. The allowance herein described shall be paid to the employee on a warrant separate from his/her normal paycheck.

All employees will be required to wear uniforms approved by the City Street Superintendent. The City will furnish "soft" caps for the employees required to wear uniforms. No caps, other than the ones furnished by the City, may be worn during working hours. The standard uniform will consist of a "hi-viz" or navy blue shirt and blue denim jeans. All uniform shirts and jackets must be identified with proper insignia of the employee's name and the department name, with the employee being responsible for such costs.

The uniform allowance herein contained is intended to ensure that employees at all times are in uniform, neat in appearance, presenting a good image to the general public.

Section 4. Employees temporarily assigned to work at a lower wage rate will suffer no reduction in wages.

Section 5. Wages will be paid weekly. The pay period for each week shall end at 12:00 midnight on Sunday, and paychecks for that period shall be issued on or before 5:00 p.m. the following Friday.

Section 6. Employees shall not receive advance in pay and upon termination of employment, they will be paid all wages due within (10) days.

Section 7. When the senior qualified employee's particular piece of equipment is working, he shall be so assigned.

ARTICLE XXI

Vacations

Section 1. Vacation schedule shall be as follows:

<u>Years of Service</u>	<u>Leave Accumulated</u>
After 1 year	40 Hours
After 2 years	80 Hours
After 5 years	120 Hours

Said employee shall accumulate an additional eight (8) hours of leave with pay for each year of service after ten (10) years of service (e.g. eleven (11) years = 128 hours, twelve (12) years = 136 hours, etc.) up to 160 hours for fifteen (15) years of service. At the beginning of the employee's twentieth (20th) anniversary year, he/she will receive an additional forty (40) hours of vacation for a maximum of two hundred (200) hours.

Section 2. Vacations shall be selected by April 1 each year. Selection of vacations up to this time shall be by seniority. Employees having more than one (1) week vacation shall be allowed to split vacation. Employees having more than two (2) weeks of vacation shall be allowed to split two (2) weeks in as many increments as desired. Employees splitting vacations shall make their first choice of dates and after selection of vacations has progressed by seniority, they shall then be entitled to their second choice. Employees not selecting vacations by April 1 shall take what vacation periods are available, subject to the department being able to grant same.

Section 3. From time to time, it may be to the advantage of both the Union and the City to permit one (1) day of vacation to be taken. One (1) day of vacation may be granted by the department head provided that the City's work schedule is not disrupted and providing that such one (1) day of vacation would not cause the City to pay overtime that would not have to be paid if the employee took his vacation in the regularly scheduled manner.

The matter of splitting vacations, or any conflict with regard thereto, shall be first referred to the Shop Steward and department head for resolution. In the event that resolution cannot be reached, such matters shall be referred to the City Manager for final decision.

Section 4. All employees shall take all vacation due within the year. However, if the vacation cannot be taken due to sickness or City declared emergency, earned vacations may be carried over from one year to the next provided that no more than ten (10) days earned vacation is carried over from one year to the next. The days earned and carried over shall be taken between the months of January and July the following year.

ARTICLE XXII

Holidays

Section 1. All employees shall receive eight (8) hours straight time pay for the following holidays or days legally observed as such:

The employee's birthday	New Year's Day ~ January 1 st
Martin Luther King's Birthday ~ the 3 rd Monday in January	Washington's Birthday ~ the 3 rd Monday in February
Good Friday	Memorial Day ~ the last Monday in May
Independence Day ~ July 4 th	Labor Day ~ the 1 st Monday in September
Veterans Day ~ November 11 th	Thanksgiving Day ~ the 4 th Thursday in November
Day after Thanksgiving ~ the Friday following the 4 th Thursday in November	Christmas Eve ~ December 24 th
Christmas Day ~ December 25 th	

Section 2. Employees required to work on any of the above holidays shall receive double (2) time for all time worked.

Section 3. If a holiday falls during the vacation period of an employee, time off during the holiday shall not be charged against the employee's vacation.

Section 4. When any legal holiday observed by the City shall fall on Saturday, the preceding Friday shall be designated as the legal holiday. When any holiday falls on a Sunday, the following day (Monday) shall be designated as a legal holiday.

If any employee is absent without acceptable reason from his work the day immediately preceding or the day following a holiday, he shall not receive holiday pay.

Section 5. An employee may carry over his / her birthday from one year to the next, but it shall be taken prior to the next year's date of birth.

ARTICLE XXIII

Sick Leave

Section 1. All full-time employees shall accrue leave at the rate of twelve (12) hours sick leave for every calendar month worked. An employee shall be eligible for sick leave after ninety (90) days of service; however, sick leave benefits will begin accruing from the date of employment. Sick leave must be earned and credited to an employee's account before sick leave benefits will be paid. No sick leave benefits will be paid in advance.

Section 2. Sick leave may be accumulated to a maximum of one thousand and forty (1040) hours.

An employee who has accumulated the maximum number of sick leave days and who subsequently exhausts all of those sick leave days as a result of serious illness or injury shall, upon his return to work for ninety (90) uninterrupted working days, be credited for sick leave on a three (3) to two (2) basis until said employee once again reaches the maximum number of sick leave days.

Section 3. Any employee who has used not more than one-half ($\frac{1}{2}$) sick leave day for a preceding quarter shall have added to his/her accumulated vacation days one (1) bonus day (identified as "incentive leave" on the employee's pay stub) for each such quarter. A day earned in the last quarter of the calendar year shall be carried forward and available to said employee for vacation in the following calendar year.

Permission for sick leave for medical examinations, treatments or dental work shall be obtained at least two (2) days prior to beginning of said leave. Employees covered herein shall be granted up to two (2) days per year of such leave without such occurrences affecting their eligibility for earning bonus days.

New regular full-time employees may begin earning bonus days as soon as they are employed and do not have to complete their training period to become eligible. The same method of normal accrual will apply.

A fifth bonus day will be awarded to all employees who earn all four (4) bonus days in the preceding calendar year.

Section 4. Sick leave will be earned and accumulated, but not taken until the probationary period of employment is completed. No sick leave benefits will be paid in advance.

Section 5. Sick leave hours accrued to date will be carried forward by this agreement.

Section 6. Sick leave with pay shall not be a right which an employee may demand, but a privilege granted to such employee by the City for the benefit of the employee when he is sick.

Section 7. Sick leave may be granted to an employee if he shall be absent from work due to any of the following: sickness, bodily injury, quarantine, required physical or dental examinations or treatment, exposure to a contagious disease when continued work might jeopardize the health of others.

Section 8. Absence from work resulting from intemperance, immorality, or willful misconduct shall not be charged against sick leave of the employee.

Section 9. Claiming sick leave under false pretense to obtain a day off with pay shall be grounds for immediate dismissal from work for cause.

Section 10. To be absent on sick leave an employee must notify his supervisor as early as practical on the first day of such leave, and those employees classified as shift workers must notify their supervisor at least two (2) hours in advance of their regularly scheduled hour for reporting to work, if possible. Failure to give such notice will result in the absence being charged to leave without pay. Permission for sick leave for medical examinations, treatments or dental work shall be obtained at least two (2) days prior to beginning of leave. Employees covered herein shall be granted up to two (2) days per year of such leave).

Employees covered herein shall be able to use his or her annual sick leave for emergencies that arise as a result of sickness or accident to a member of his/her immediate family or grandchild of which employee is legal guardian (employee to provide proof of legal guardianship) living in the employee's household requiring his/her attention and for an accident, hospitalization or surgery of a son, daughter or parent not living within the employee's household requiring his/her attention.

After an employee reaches the maximum amount of sick leave available (1040 hours) that employee would be eligible to accumulate an additional three hundred (300) hours to use for family sick leave. This would be accumulated at the current rate of twelve (12) hours per month. These three hundred (300) hours will not be included in the payout of unused sick leave at the employee's time of retirement.

Section 11. If sick leave appears to be abused, or when an employee consistently uses his sick leave as it is earned, the City reserves the right to require the employee to furnish a doctor's certificate documenting said illness. The City shall notify the employee claiming sick leave within twenty-four (24) hours of the reported illness that a doctor's certificate will be required to substantiate the application for sick leave. In any event, employees claiming sick leave for three (3) consecutive days will be required to submit a doctor's certificate documenting said illness.

Section 12. The supervisor shall take prompt and necessary action as may be deemed appropriate when:

1. Injuries on the job become frequent and due to personal carelessness.
2. Recurring periods of illness that indicate a lack of good health or physical fitness.
3. Reasonable grounds for suspecting malingering.

Section 13. Any employee covered by this ordinance found guilty of abusing the sick leave provision shall have his sick leave canceled for a period of one (1) year in addition to any other penalty which may be imposed.

Section 14. All sick leave credit accumulated by an employee of the City shall end and terminate when the employee retires, resigns, or is dismissed by the City.

Section 15. Employees who retire within the guidelines of this Agreement and Lagers L-6 shall be allowed to take time off earlier than those guidelines required by using forty (40%) of all accumulated sick leave time and shall receive a normal full City paycheck during that time (forty percent (40%) of accumulated sick leave) prior to actual date of retirement. There will be no City benefits earned while taking off the forty percent (40%) of accumulated sick leave prior to actual retirement.

ARTICLE XXIV

On-Duty Injury

Section 1. An employee injured while on duty shall continue to accumulate seniority during his absence due to such injury and shall be reinstated upon recovery to his former position – or an equivalent position as defined in the Family and Medical Leave Act of 1993 – with full seniority rights, provided he is mentally and physically qualified to return to work within one (1) year from the accident date.

Section 2. Employees who are injured while on duty shall immediately seek first aid, and if injury requires, be taken to a doctor or a doctor be called.

Section 3. The injured employee shall complete the accident reporting form furnished by the City as soon after an injury as possible. If required or directed by supervision, the employee shall also submit to a drug test.

Section 4. An employee, who is disabled because of injury while on duty, shall receive his regular straight time rate of pay less any pay received as worker's compensation, up to twelve (12) weeks. If disability continues over twelve (12) weeks, no further City compensation will be paid. No employee in any one (1) year period shall be entitled to more than twelve weeks pay from job injury regardless of the number of accidents in said year.

ARTICLE XXV

Bereavement Leave

A leave of absence with pay of reasonable duration, not to exceed five (5) days, will be allowed when an employee's husband, wife, son, daughter, stepchild, father, or mother dies. Four (4) days of absence with pay will be allowed when the employee's sister or brother dies. Three (3) days of absence with pay will be allowed to attend the funeral of a father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren. Two (2) days of absence with pay will be allowed to attend the funeral of grandparents, and One (1) day of absence with pay when an aunt or uncle dies.

ARTICLE XXVI

Jury Duty

Time and pay will be allowed for actual time spent in reporting or serving for jury duty. When actually serving on a jury, the full eight (8) hour shift will be considered as leave with pay. The pay allowed to the employee during his leave shall be less the sum received for reporting or serving on the jury.

ARTICLE XXVII

Medical Coverage

Section 1. The employer agrees to pay one hundred percent (100%) of the cost of the major medical coverage program for those employees selecting the individual coverage plan. For those employees selecting family coverage, the Employer agrees to pay one hundred percent (100%) of the cost of the premium for the individual plan and sixty-six and two-thirds percent (66-2/3%) of the premium of the family coverage plan.

For regular employees hired on or after September 1, 2019, the City shall pay one hundred percent (100%) of the cost of the premium for the individual plan for the employee and zero percent (0%) for dependent (spouse, child, family) coverage plan. A new employee shall be eligible for coverage on the first day of the month following thirty (30) days of employment.

Should the City Council enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of dependent coverage for employees hired after on or after September 1, 2019, then this Section shall automatically be amended to reflect such action, and those previously denied dependent coverage shall have such newly enacted allowances afforded them.

Section 2. The City agrees to continue to furnish the employees covered herein with supplemental life insurance as presently existing.

Section 3. Employees who select to retire at age sixty-two (62) and/or who take earlier retirement by using forty percent (40%) of their accumulated sick leave prior to that retirement age will be allowed to continue in the City's health insurance plan until age 65. Employees who elect to retire at age 55, but prior to age 65, will be allowed to remain on the City's health insurance plan at the City's expense until age 65. Any lapse in coverage of the City's health insurance plan would make the employee ineligible for this benefit. Any amount above the individual benefit would be the employee's responsibility. The employee may continue in such health insurance plan under these terms until such time as the employee reaches age 65. This benefit will only be provided if the employee elects to stay on the City's health insurance plan. No checks will be issued to employees, only to the health insurance plan. If the insurance premiums decline over the course of this Agreement, retirees would have the option of selecting a higher tier of coverage, but in no event shall the City be responsible for more than the individual benefit. Higher tiers of coverage will be the same for retirees as it is for current employees. The retiree may continue in such health insurance plan under these terms until such time as the employee reaches age sixty-five (65). At no time shall the results of this Section be permitted to increase the overall cost to all the members of the plan, and if it should, a group plan will be bid for those retirees only and be separate in costs from the general plan of the City.

For employees hired after Septmeber 1, 2019, there will be no retirement insurance paid for by the City.

Should the City Council enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of retiree insurance coverage for employees hired on or after September 1, 2019, then this Section shall automatically be amended to reflect such action, and those previously denied City-paid retiree insurance coverage shall have such newly enacted allowances afforded them.

ARTICLE XXVIII

Meals

Section 1. The City shall provide meals for the employees when it is necessary for employees to continue on the job for one (1) hour after regular working time, plus an additional meal for every five (5) consecutive hours thereafter, or when necessary to work during the normal one-half (1/2) hour lunch break or one (1) hour or more before regular working time.

Section 2. The meal allowances are as follows:

<u>Meal</u>	<u>2021</u>	<u>2022</u>
Breakfast	\$9.90	\$10.10
Lunch	\$10.56	\$10.77
Dinner	\$13.54	\$13.81

The City agrees to an annual 2% increase to the meals, which is reflected above.

Furthermore, the City will apply the full amount of earned meals to the employee's paycheck.

Section 3. To receive reimbursement, employees shall designate on their time sheet that a meal has been earned and will identify which meal (breakfast, lunch, or dinner) is applicable, and the City will reimburse as soon as possible.

ARTICLE XXIX

Union Dues

Section 1. The City agrees to deduct a set amount each pay period from the wages due each employee who has given proper authorization for such deductions by means of a written authorization, which shall be in a form accepted by the City. This deduction shall be for Union dues and forwarded by the City to the Financial Secretary of IBEW Local Union No. 702 no later than the tenth (10th) of the following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of IBEW Local Union No. 702 and provided in writing to the City, of the weekly deduction shall be made to insure proper remittance to the Financial Secretary of IBEW Local Union 702.

ARTICLE XXX

Duration of Agreement

Section 1. This agreement shall be effective as of October 19th, 2021 and shall continue in full force and effect through December 31, 2022.

Section 2. This agreement shall automatically be renewed from year to year unless either party shall have notified the other in writing at least ninety (90) days prior to the annual anniversary date that it desires to modify the agreement. In the event that such notices are given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.


Section 3. During the term of this agreement, there shall be no less manpower in each classification established at the present time. In the event the city desires to lay-off, special notice of thirty (30) days shall be given to the Union to provide an opportunity for discussion regarding the need for less manpower.

CITY OF POPLAR BLUFF

by: 

Mayor

ATTEST:



City Clerk

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 702



Steve Hughart, Business Manager



Mark Baker, Business Representative



Date