

AGREEMENT

Between

**CITY OF POPLAR BLUFF ~ MUNICIPAL UTILITIES
(EMPLOYER)**

And



IBEW - LOCAL 702

ELECTRICAL DEPARTMENT

Effective

FEBRUARY 4th, 2018 THROUGH

DECEMBER 31st, 2020

**ARTICLE OF AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 702
AND
CITY OF POPLAR BLUFF, MISSOURI
ELECTRICAL DEPARTMENT**

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ARTICLE I

Recognition

The governing body of the City of Poplar Bluff, hereinafter referred to as "the City," recognizes the union employees of the Electric Department, hereinafter referred to as the "Union", 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 the 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

Savings Clause

If any provision of this agreement, or the application of such provision 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 or 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 direct 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 must submit a written grievance on the prescribed form to his or her immediate supervisor within two (2) workdays after the occurrence of the matter from which the grievance arose. Within three (3) workdays of receipt of the grievance, the immediate supervisor shall meet with the grievant and the Union Shop Steward if the aggrieved employee so chooses. Within two (2) workdays after the meeting, the immediate supervisor shall give his/her written decision to the grievant.

Step Two: If the grievance is not resolved at Step One, the aggrieved employee shall appeal the decision to the Utilities Manager within two (2) workdays after receipt of the immediate supervisor's written answer. Within three (3) workdays after receipt of the appeal, the Utilities Manager will meet with the aggrieved employee and the Union representative if the aggrieved employee so chooses. Within five (5) workdays after this meeting, the Utilities Manager shall give his/her written decision to the grievance.

Step Three: If not settled in Step Two, 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) workdays. This board shall hear the evidence and submit their decision to the City Manager. Each party shall bear the expense of its own arbitrator and witnesses. Expenses of the third arbitrator will be shared by the City and the Union.

Nothing herein contained shall be so construed as to constitute "binding arbitration."

Section 3. There shall be no suspension of work or slow down by employees, nor any lockout by the City, during any of the above procedures.

Section 4. When the City discharges an employee, such discharge shall not be final until the first two (2) steps of the grievance procedure have been completed. Then, if the employee is reinstated because of a wrongful discharge, he/she shall immediately return to work and receive back pay from the time of discharge.

ARTICLE VII

General Provisions

Section 1. Reasonable space shall be provided on plant bulletin boards for the posting of Union notices. Union notices to be interpreted as messages from City administration and advisory personnel to employees 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, sex, 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 activity of any employee during off hours which adversely affects his/her ability to perform properly in his/her 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 dirty or otherwise injurious to clothing shall be given time to clean up and change into suitable clothes. Employees will keep an extra set of clothes in space provided by the City in their respective departments, and all changes of clothing will be made at City facilities.

Section 5. 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 or elimination of job classification.

Section 6. Changes in any City rules and general instructions will be posted on an official bulletin board and will be signed by proper authority.

ARTICLE VIII

Residency Requirements

Section 1. All present employees living outside the present City limits shall be allowed residency outside the City limits. All present employees living inside the present City limits shall be allowed residency outside the City limits within a twelve (12) mile radius of the Highway 60/67 (water tower) intersection. The term "present employees" shall refer to regular or full-time employees as of the date of enactment of this section.

Section 2. All future employees who are hired to a full-time position by the City shall be allowed residency outside the City limits within a twelve (12) mile radius of the Highway 60/67 (water tower) intersection.

Section 3. Employees covered by this agreement shall have a telephone, and said telephone shall be toll free from Poplar Bluff. If a toll free number is not available, the City shall have the right to call the employees living outside the toll free area, and any charges associated with such calls will be the responsibility of the employees. Unlisted phones will be permitted provided the unlisted phone number is made available to all departments of the City.

Section 4. Any employee violating the residency requirement regulations may be suspended, demoted or dismissed by the City Manager.

Section 5. In the judgment of the hiring officer 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 department, notices will be posted with the job description for five (5) workdays prior to filling so that any employee may request a promotion or transfer to such vacancy or new position. Such requests 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, when no applications are obtained from the department, the City will give job preference to the City employees, if factors including experience, job knowledge and education are equal.

Section 3. When a job is filled under the provisions of this Article, the job award shall be posted within two (2) workdays following the actual job award.

ARTICLE X

New Employees

Section 1. New employees shall be considered as probationary employees for the first ninety (90) days of employment, during which time he/she may be terminated without recourse by the Union. The City agrees that all other conditions of employment included in this ordinance shall be granted to the probationary employee.

Section 2. New employees, not trainees or apprentices, may start at an hourly rate equal to eighty percent (80%) of the regular hourly rate for the classification. Such employee shall receive the regular hourly rate for the classification upon completion of ninety (90) calendar days of service.

Section 3. The City agrees to notify the Union of all new employees hired in the classifications stated herein within ten (10) days of the date of hire. Specific provisions for temporary personnel will be understood between the City and the Union before the date of hire. Under no circumstances will part-time or temporary employees be covered under any of the provisions of this agreement.

ARTICLE XI

Promotions

All promotions will be based on ability of the employee involved to perform the duties of the classification into which he/she would be promoted.

Interdepartmental transfers will retain City seniority; transferring employee will start new position with zero interdepartmental seniority.

The number of personnel in all classifications shall be determined by management.

ARTICLE XII

Employee Transfers

Section 1. The City reserves the right to transfer personnel without regard to seniority when such 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 steward of the department. Nothing herein, however, shall obligate the City to create a job for such employee if the City has no vacant position that he/she is capable of doing.

Section 2. The City reserves the right to transfer from time to time Apprentice Linemen and Journeymen Linemen to temporary duty on the Electric Department trouble truck for the purpose of training such personnel for night trouble call duty.

ARTICLE XIII

Seniority and Reduction in Force

Section 1. City seniority is an employee's most recent date of employment or reemployment 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 and have preference to openings over new applicants. Recall will be made by certified mail to the last address in the City'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 XIV

Retirement of Employees

All employees shall be subject to provisions of Section 26-122 to 126 of the Code of Ordinances under the heading of Retirement System-Missouri Local Government Employees 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 XV

Leave of Absence

Section 1. The Utilities Manager, in appropriate circumstances, may grant leaves of absence without pay for a period not to exceed two (2) weeks. If such 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 Union members 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 Union member 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 XVI

Safety and Training

Section 1. Qualified employees shall work 13.8 kV circuits while energized from a basket truck using 20,000 volt rubber gloves. However, the City shall endeavor to sectionalize and de-energize the 13.8 kV circuits whenever practical to allow Linemen to perform their duty. No employees will be required to work these higher voltages until they have successfully completed a training program which will be provided at the City's expense.

Section 2. Bucket trucks will be tested twice (2) annually.

Section 3. Safety equipment and protective devices necessary to health and safety of the employees while on duty will be provided.

Section 4. Employees shall report promptly to their supervisor any defects noticed in safety equipment.

Section 5. In order to eliminate unsafe conditions or working practices and to provide proper training programs, there shall be created a safety committee for each department. Each department shall have a two (2) person safety committee, one person selected by the union and the other selected by management. The Manager of the Utility Departments shall be an ex-officio member of these committees.

Section 6. The safety committee may adopt safety rules and training programs and put them into effect.

Section 7. 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.

Section 8. There shall be at least one (1) one-hour safety meeting per month. Minutes shall be recorded and a copy kept on file in the Office of the Utilities Manager.

Section 9. Employees who are required to have a CDL license shall be reimbursed for the cost of the renewal of license. The initial cost of license shall be the responsibility of the employee.

Section 10. The City will provide CPR and first aid training.

ARTICLE XVII

Inclement Weather

Work assignments outside during inclement weather shall be a subject of discussion between the Union Shop Steward and Department Supervisor. Should these two disagree, the problem will immediately be referred to the Utilities Manager for his/her decision.

ARTICLE XVIII

Tools

Section 1. The City agrees to furnish all necessary tools on the job. The City will post the required tool list on the bulletin board. An employee's required tool list will be inventoried with supervisors on a quarterly basis.

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

ARTICLE XIX

Trouble Truck Assignments

Section 1. Those employees eligible for trouble truck assignments shall be Journeyman Linemen and those Apprentice Linemen-Level 4 deemed qualified by mutual agreement between the supervisor and the shop steward.

Section 2. Trouble truck assignments will be scheduled by the City. However, employees may trade assignments with other qualified employees, with supervisor approval, provided that all employees qualified for the trouble truck perform their fair share of such duties during the year.

ARTICLE XX

Apprentice Program - Line Department

Section 1. The City may employ not more than one (1) Apprentice Lineman to each three (3) Journeyman Linemen unless prior agreement is made with the Union. Apprentices shall not be removed from their regularly assigned duties for work in other departments unless specifically agreed with the Union before such assignment.

Section 2. All apprentices will be required to enroll in the MAMU (Missouri Association of Municipal Utilities) apprentice lineman program. All apprentices will begin at level one, unless meeting MAMU guidelines for enrollment at an advanced level. Apprentices will be required to pass each section of said program within a specified period of time (one section per month) and the year-end exam administered by MAMU. Apprentices will advance to their next classification only after timely and successful completion of the MAMU course work and exams for that level and one (1) year of on-the-job training at the previous level. If the year- end exams by MAMU are delayed through no fault of the apprentice, the City will pay retroactive pay if the apprentice successfully completes the exam when it is scheduled. Any new employee hired in the Journeyman classification will have to attend an accredited advanced lineman and hot line aerial basket school, unless he/she has attended such school within two (2) years.

Additionally, all future Apprentice Lineman will be required to attend and complete the I.B.E.W. Local 702 Apprenticeship School, and the City hereby agrees to purchase all of the associated classroom material, limited to textbooks and workbooks, but shall not be responsible for furnishing or reimbursement of laptop computer, nor shall it be held liable for any travel expenses or lost time wages. Also, the Apprentice shall successfully pass the I.B.E.W. Local 702 Journeyman Lineman examination.

Section 3. Any employee who enters the Apprentice Lineman program in the Electric Distribution Department and fails (according to MAMU guidelines) any step of the apprenticeship program will be terminated from the City's employment with no recourse by the Union. The City will have no obligation to place that employee in another department or classification.

Section 4. Apprentices with no previous experience shall perform groundman's work and may use tools on the ground for the first one (1) month of employment. After one (1) month of employment, the Apprentice may be required by his/her Foreman to climb poles by way of practice when poles to be climbed carry no energized lines whatsoever, and to assist in "cold line construction."

Section 5. Apprentices-Level 1 may perform work on non-energized lines after six (6) months of service.

Section 6. Apprentices-Level 2 may perform work in company with a Journeyman on energized secondary circuits of not more than 480 volts.

Section 7. Apprentices-Level 3 through Level 4 may perform work assisting a Journeyman on all classes of work. They will not at any time work on circuits over 480 volts unless accompanied by a Journeyman Lineman.

Section 8. Employees whose qualifications are questioned shall be required to pass a satisfactory examination administered by the Safety Committee.

ARTICLE XXI

Apprentice Program - Maintenance Personnel

Section 1. New Maintenance Mechanics shall be employed in the classification of Maintenance Mechanic III. They shall be required to serve in this classification for a period of two (2) years unless sooner qualified by agreement between the City and the Union.

Section 2. Maintenance Mechanic II shall be required to serve two (2) years in this capacity unless sooner qualified by agreement between the City and the Union.

Section 3. Employees having served in the above capacity satisfactorily shall be promoted to Maintenance Mechanic I at the completion of the required periods of time or unless sooner qualified by agreement between the City and the Union.

Section 4. Personnel or employees in these classifications whose qualifications are questioned shall be required to pass a satisfactory examination administered by the Safety Committee.

Section 5. Work assignments and supervision of the Plant Department personnel will be performed by City supervisors or Maintenance Mechanics I. Such work assignments may be assigned to lesser classifications by supervisors or the Maintenance Mechanic I without the necessity of the supervisor or the Maintenance Mechanic I remaining in the direct presence of the work being performed.

ARTICLE XXII

Working Time

Section 1. For all regular employees engaged in the Electric Distribution Department, Electric Plant and Maintenance Department and Office Department, there will be established a regular work schedule setting forth normal off days for each employee. Plant Maintenance Mechanics will be assigned to shift duty from time to time as Water Plant Operators, and from time to time, Plant Maintenance Mechanics will be assigned as operators in the Power Plant, but insofar as practicable, the off days will be consecutive days. However, it is recognized that this may be impracticable in some cases, such as in the case of the relief man. A normal work week shall be established for the eight (8) hours work days, and a normal work week shall be established for ten (10) hour work days. Office Department employees shall not be included in the ten (10) hour work days.

Section 2. Eight (8) Hour Workdays-Last Sunday in October to First Sunday in April: Eight (8) hours shall constitute a normal workday, and five (5) days shall constitute a normal work week. The normal work week shall start at 12:01 a.m. Sunday. For all employees except Office Department employees, the normal workday shall begin at 7:30 A.M. and end at 4:00 P.M. and employees shall receive a thirty (30) minute lunch break at 11:30 A.M. For Office Department employees the normal workday shall begin at 8:00 A.M. and end at 5:00 P.M., and these employees shall receive a one (1) hour lunch break. Employees will not be paid for lunch breaks during eight (8) hour work days.

The purpose of this provision is to have employees take their lunch break on or near the job site.

The work schedule shall provide for two (2) days off per week, the first day off being considered the employee's Saturday, and the second off day his/her Sunday. Any work performed on his/her Saturday, as herein defined, shall be considered overtime and paid for at time and one-half (1 ½); and work performed on his/her Sunday, as herein defined, shall be considered overtime and paid for at double (2) time rate.

Section 3. Ten (10) Hour Work Days – First Sunday in April to Last Sunday in October: Ten (10) hours shall constitute a normal workday and four (4) days shall constitute a normal work week. The normal work week shall start at 12:01 a.m. Sunday. All employees covered in this section shall work Tuesday through Thursday, and half (½) the employees shall work on Monday and half (½) the employees shall work on Friday. This schedule shall be alternated among the employees in odd and even numbered years beginning with the year 1998. The normal workday shall begin at 7:30 A.M. and end at 5:30 P.M. Employees shall receive a thirty (30) minute lunch break sometime between 11:30 A.M. and 12:30 P.M. each day. Employees shall be paid for the thirty (30) minute lunch breaks during the ten (10) hour work days.

The purpose of this provision is to have employees take their lunch break on or near the job site.

Power Plant Maintenance Mechanics will rotate for one (1) week duration working 7:30 A.M. to 4:00 P.M. with a thirty (30) minute lunch break Monday through Friday. Otherwise, they will be working the normal 7:30 A.M. to 5:30 P.M. during ten (10) hour work days. One (1) operator will be required to work the 7:30 A.M. to 4:00 P.M. shift each week.

The work schedule shall provide for three (3) days off per week. Any work performed by employees who are scheduled off Friday, Saturday or Monday, as herein defined, shall be considered overtime and paid for at time and one-half (1 ½): and work performed on Sunday, as herein defined, shall be considered overtime and paid for at double (2) time rate.

For those employees hired prior to January 1, 2018, the above provisions shall remain in place and they shall be 'grandfathered' to such schedule. However, any such employee may instead utilize a five-day, eight hour per day schedule (as described in Section 2 above) throughout the "April through October" period for a particular year, provided that the employee and all other members of his crew (if applicable) give unanimous notice of such intent to their supervisor prior to April 1 for that year, and subject to having to change back to the "grandfathered" schedule for any particular week upon notice thereof from their supervisor no later than the close of the workday on Wednesday prior to such affected week of change (unless all affected agree to waive such notice requirement). Any such change notice from the City shall be issued based on need and least seniority first.

Employees hired on or after January 1, 2018, shall work on a five-day, eight hour per day schedule (as described in Section 2 above) during the aforementioned "April through October" ten-hour day period. However, the City may change such an employee's schedule to a four-day/ten-hour day schedule upon notice thereof to the employee not later than the close of the workday on Wednesday prior to the first affected week of change of a continuous period. The duration of such schedule change shall be identified and notified to the affected employee(s).

Section 4. Rescheduling of classification for relief shall be done before close of the workday on Wednesday prior to the following calendar week and shall be for a minimum of one week's duration whenever possible; however, in no event shall relief operators be required to work back-to-back shifts. Any rescheduling which requires more than two days will be scheduled as five (5) eight (8) hour workdays for the affected employee. Two (2) days or less of rescheduling on Monday through Friday, and the affected employee would remain on four (4) ten (10) hour workdays. (Weekends and holidays would be excluded from this provision.)

Section 5. Overtime work will not be allowed unless requested and authorized by the employee's supervisor. However, no employee shall be laid off to compensate for overtime hours worked. There shall be no duplication of pay for overtime hours worked.

Section 6. The City will endeavor to distribute overtime equally among the employees working in the classification where such overtime is authorized.

Section 7.

- A. A minimum of two (2) hours' time will be allowed to all employees who are called back to work after having been released from their regular day's work. Time shall begin when the employee reports for work. This minimum shall not apply to calls one (1) hour before regular starting time where work time continues on into the regular day's work.
- B. The City will pay the employee two (2) hours pay each time the employee is called out for reconnection of service after 12:00 midnight and before 7:30 A.M.

Section 8. At least four (4) hours work or four (4) hours regular pay shall be given to an employee who reports for regular schedule or work, unless notified not to report for work as scheduled.

Section 9. Any employee requested to stand by or be available for orders shall receive a minimum of two (2) hours pay at time and one-half (1 ½) for the day for each twenty-four (24) hours of such standby service. In addition they shall receive pay for all time they are required to perform service calls during such standby period(s).

Section 10. All employees shall be granted two (2) fifteen (15) minute breaks, reasonably distributed, during the eight (8) hour or ten (10) hour workday, whichever is applicable.

Section 11. Any employee scheduled for travel and leave prior to normal work hours shall receive two (2) hours regular pay.

ARTICLE XXIII

Wages

Section 1. That the employees of the Electric Department 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>02/04/2018</u>	<u>01/01/2019</u>	<u>01/01/2020</u>
<u>Electric Department</u>			
Power Plant Maintenance Mechanic	\$28.12	\$29.24	\$30.41
Power Plant Operators	\$27.36	\$28.45	\$29.59
Supervisory Controls & Telemetering Maintenance Mechanic	\$30.65	\$31.88	\$33.16
Maintenance Mechanic Foreman (Working)	\$28.12	\$29.24	\$30.41
Maintenance Mechanic I	\$23.81	\$24.76	\$25.75
Maintenance Mechanic II	\$22.48	\$23.38	\$24.32
Maintenance Mechanic III	\$20.66	\$21.49	\$22.35
Laborer, after 6 mos.	\$18.19	\$18.92	\$19.68
Laborer, start	\$13.57	\$14.11	\$14.67

It is understood by both the Union and the City that the Poplar Bluff generating plant is maintained for intermittent and standby service only. Power Plant Maintenance Mechanics will be drawn from the ranks of Maintenance Mechanic I, Maintenance Mechanic II and Maintenance Mechanic III. When not serving as Power Plant Maintenance Mechanics these personnel will be paid their regular Maintenance Mechanic rate of pay.

The Laborer will not engage in work involving any of the skills for which other classifications are established. There will be a maximum of two (2) Laborers employed in the Plant Department.

Section 2. That the employees of the Electric Distribution Department 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>02/04/2018</u>	<u>01/01/2019</u>	<u>01/01/2020</u>
<u>Electric Distribution Department</u>			
Journeyman Lineman*	\$33.73	\$35.08	\$36.48
Apprentice-Level 4	\$29.30	\$30.47	\$31.69
Apprentice-Level 3	\$26.88	\$27.96	\$29.08
Apprentice-Level 2	\$25.07	\$26.07	\$27.11
Apprentice-Level 1	\$23.73	\$24.68	\$25.67
Serviceman/Troubleshooter	\$33.73	\$35.08	\$36.48
SCADA/Substation Technician/ Journeyman Lineman**	\$33.73	\$35.08	\$36.48
Working Foreman- Tree Trimmer	\$29.75	\$30.94	\$32.18
Tree Trimmer	\$26.04	\$27.08	\$28.16
Warehouse Foreman	\$26.38	\$27.44	\$28.54
Stock Clerk I	\$24.50	\$25.48	\$26.50
Stock Clerk II	\$22.92	\$23.84	\$24.79
Laborer, after 6 mos.	\$18.19	\$18.92	\$19.68
Laborer, start	\$13.57	\$14.11	\$14.68

*Journeyman Linemen received a twenty-five cent (\$.25) per hour increase if they completed the 13.8 KV training. This twenty-five cents (\$.25) per hour has been incorporated into the Journeyman's wage.

**SCADA/Substation Technician/Journeyman Lineman will be filled in accordance with the 2012 Stipulation Agreement from the contract negotiations from that year.

<u>Job Title</u>	<u>Rate of Compensation Per Hour</u>		
	<u>02/04/2018</u>	<u>01/01/2019</u>	<u>01/01/2020</u>
<u>Office Employees</u>			
Bookkeeper	\$19.94	\$20.74	\$21.57
Machine Operator I	\$18.28	\$19.01	\$19.77
Machine Operator II	\$16.96	\$17.64	\$18.35
Cashier I	\$18.28	\$19.01	\$19.77
Cashier II	\$16.96	\$17.64	\$18.35
Janitor	\$14.51	\$15.09	\$15.69
Systems Operator*	\$20.61	\$21.43	\$22.29

*In the event a data processing department becomes necessary in the future, there will be no recourse by the Union if the City performs the Systems Operator function with management personnel as well as bargaining unit personnel.

Office Employees' Four Year Training Progression Schedule

	<u>02/04/2018</u>	<u>01/01/2019</u>	<u>01/01/2020</u>
Start	\$10.17	\$10.58	\$11.00
After 6 months	+ 50¢	+ 50¢	+ 50¢
After 12 months	+ 50¢	+ 50¢	+ 50¢
After 18 months	+ 50¢	+ 50¢	+ 50¢

After twenty-four (24) months, if progress has been satisfactory, the trainee will progress to the classification for which he/she has been trained.

Upon completion of two (2) years of service at the Machine Operator II or Cashier II classification, the employee shall become Machine Operator I or Cashier I.

Any general wage increases will not be given to employees on the training schedule.

Section 3. Employees temporarily assigned to work that has a lower rate will suffer no reduction in wages.

Section 4. Wages to be paid weekly. The pay period for each week shall end at twelve midnight on Saturday, and paychecks for that week will be issued on or before the end of the respective employee's following work week.

Section 5. Employees shall not receive advance in pay and upon termination of employment they will be paid all wages due within ten (10) days.

ARTICLE XXIV

Overtime

An employee who has worked for sixteen (16) or more continuous hours shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into his/her regularly scheduled workday, he/she shall lose no time thereby. If, during the eight (8) hour rest period defined herein an employee is recalled to work, the employee affected by such recall shall be paid not less than two (2) times his/her basic rate of pay for all hours worked until he/she is released from duty. Time worked in excess of sixteen (16) continuous hours shall be paid for at not less than two (2) times the basic rate until said employee is released from duty. Time worked during the regularly scheduled workday when an employee is entitled to a rest period shall be paid at the rate of time and one-half (1 ½) in addition to the regular straight time rate. The sixteen (16) or more continuous hours defined in this section shall include the regularly scheduled hours, all hours worked outside the regularly scheduled day, and shall be considered continuous unless interrupted by a continuous four (4) hour period. The provisions herein contained shall not apply to normal trouble truck assignments.

In the event there is a problem where an extended amount of time is involved, management will endeavor to (as soon as possible) release the men assigned to trouble truck duty so they would be available for their normal trouble truck assignments. If management requires trouble truck personnel to work for extended periods of time during emergencies, they shall be entitled to the same benefits in the above paragraph.

All out of town emergency assignments will be paid at time and one-half (1 ½), twenty-four (24) hours per day; Sunday and holidays at two (2) times rate of pay, gate to gate with the sixteen (16) hour rule still in place.

ARTICLE XXV

Vacation

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. One (1) bonus day would be earned by working a full calendar quarter (the four (4) calendar quarters being defined as: January through March; April through June; July through September; and October through December), without being absent from work for sickness, injuries, family sick leave, etc., except for vacation, jury duty, or authorized funeral leave.

For employees that must leave for a doctor's appointment or illness, the City will allow the employee up to three (3) hours that particular day if he/she returns the next day. The employee will not lose eligibility for the bonus day providing employee has had no more than four (4) occurrences in a calendar year. Any absenteeism for more than three (3) hours will be considered an occurrence. You must have perfect attendance in all remaining quarters to accrue a bonus day. An employee can be off a maximum of ten (10) days on workers compensation related injuries in any one (1) quarter and still be eligible for the one (1) day of additional vacation leave in that quarter. In the event that less time is worked, bonus day accrual will restart with the beginning of the next calendar quarter. 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 3. Vacations shall be selected by April 1 of each year. Selection of vacations up to this time shall be by seniority. Employees having more than one (1) week vacation shall be allowed one (1) split during vacation period. 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 4. From time to time it may be to the advantage of 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 supervisors provided the City's work schedule is not disrupted and provided 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/her vacation in the regularly scheduled manner. If an employee, due to the ten (10) hour workday, has vacation time in less than one-half ($\frac{1}{2}$) day increments, that employee shall be allowed to schedule this vacation time in less than half ($\frac{1}{2}$) day increments.

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

Section 5. All employees shall take all vacations 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.

ARTICLE XXVI

Holidays

Section 1. All employees shall receive straight time pay for the following holiday or days legally observed as such:

Employee's Birthday	New Year's Day, January 1
Martin Luther King's Birthday	Washington's Birthday, 3rd Monday in February
Good Friday	Memorial Day, last Monday in May
Independence Day, July 4 th	Labor Day, 1st Monday in September
Veteran's Day	Thanksgiving Day, 4th Thursday in November
Day After Thanksgiving	*Christmas Eve
Christmas Day	

*When December 24 falls on a Saturday or Sunday, the preceding Friday shall be granted as a paid holiday.

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

Section 3. If a holiday falls during the vacation period of an employee, the time off during the holiday will not be counted against his/her vacation time.

Section 4. When any legal holiday observed by the City shall fall on a 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 the legal holiday. During the DST working time, when any legal holiday observed by the City shall fall on a Friday, and that Friday is a regularly scheduled day off for an employee, the preceding Thursday shall be designated as the legal holiday. During DST working time, when any legal holiday observed by the City shall fall on a Monday, and that Monday is a regularly scheduled day off for an employee, the following Tuesday shall be designated as the legal holiday.

Section 5. If an employee is absent without acceptable reason from his/her work the day immediately preceding or the day immediately following a holiday, he/she shall not receive holiday pay.

Section 6. No employee off work due to illness or disability who has exhausted his/her accrued personal sick leave shall be entitled to holiday pay.

ARTICLE XXVII

Sick Leave

Section 1. All full-time employees shall accrue sick leave at the rate of twelve (12) hours sick leave for every calendar month worked.

Section 2. Sick leave may be accumulated to a maximum of nine hundred (900) 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/her return to work for ninety (90) uninterrupted working days, be credited for sick leave on a three (3) for two (2) basis until said employee once again reaches the maximum number of sick leave days.

Section 3. Employees shall be eligible for sick leave after ninety (90) days of service. However, sick leave benefits will begin accruing from the day 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 4. Sick leave hours accrued to date will be carried forward by this agreement.

Section 5. 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 benefit of the employee who is sick.

Section 6. Sick leave may be granted to an employee if he/she 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 7. Absence from work resulting from intemperance, immorality, willful misconduct or as the result of injury while working for another employer or acting as a contractor, shall not be charged against the sick leave of the employee.

Section 8. Claiming sick leave under false pretense to obtain a day off with pay shall be grounds for immediate dismissal from work for cause.

Section 9. To be absent on sick leave an employee must notify his/her 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 (900 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 10. If sick leave appears to be abused or when an employee consistently uses his/her sick leave as it is earned, the City reserves the right to require the employee to furnish a doctor's certificate documenting such 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 consecutive days will be required to submit a doctor's certificate documenting said illness.

Section 11. 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 12. Any employee covered by this ordinance found guilty of abusing the sick leave provisions shall have his/her sick leave canceled for a period of one (1) year in addition to any other penalty which may be imposed.

Section 13. 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.

ARTICLE XXVIII

On-Duty Injury

Section 1. Any employee injured while on duty shall continue to accumulate seniority during his/her absence due to such injury and shall be reinstated upon recovery to his/her former position with full seniority rights, provided he/she is physically qualified to return to work.

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.

Section 4. An employee who is disabled because of injury while on duty shall receive his/her regular straight time rate of pay less any pay received as workers' 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 (12) weeks' pay from job injury regardless of the number of accidents in said year.

ARTICLE XXIX

Funeral Leave

A leave of absence with pay of reasonable duration, not to exceed one (1) work week will be allowed when an employee's husband, wife, son, daughter, father or mother dies. Four (4) days of absence with pay will be allowed when an 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, son-in-law, daughter-in-law, grandparents or grandchildren of either spouse. One (1) day of absence with pay when an employee's aunt or uncle dies.

ARTICLE XXX

Jury Duty

Time and pay will be allowed for actual time spent in reporting for service for jury duty. When actually serving on a jury, the normal work shift will be considered as leave with pay. The pay allowed to the employee during this leave shall be less the sum received for reporting or serving on the jury.

ARTICLE XXXI

Employee Benefits

Section 1. The City agrees to pay 100% of the cost of the major medical coverage, as well as vision and dental programs, for those employees selecting the individual coverage plan. For those employees selecting family coverage, the City agrees to pay 100% of the cost of the premium for the individual plan and 66 2/3% of the premium for the family coverage plan.

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

Section 3. All employees are to be covered while on the job by the provisions of the Missouri Workers' Compensation Law.

Section 4. Employees who elect to retire at age fifty-five (55) will be allowed to continue in the City's hospitalization and dependent coverage insurance as if they were still employed by the City. The City agrees to pay one hundred percent (100%) of the retiree's health, vision and dental insurance premium for those retirees selecting the individual coverage plan. For those retirees selecting family coverage, the City agrees to pay one hundred percent (100%) of the premium for the individual plan and sixty-six and two-thirds ($66 \frac{2}{3}$) of the premium for the family coverage plan. The determining factor for what tier the employee would be covered under would depend on the employee's coverage status at retirement and existing health insurance requirements. The employee may continue in such hospitalization and dependent coverage plan under these terms until such time as the employee reaches age sixty-five (65) and becomes eligible for Medicare or upon the death of the employee. No benefits would be extended to the employee's family after the employee reaches age sixty-five (65) or is deceased, other than benefits provided under Federal and State laws. This ten (10) year range would adjust as the eligibility for Medicare may adjust, i.e. if to be eligible for Medicare employees had to be sixty-six (66) or sixty-seven (67), the low end of the range would change to fifty-six (56) or fifty seven (57).

Section 5. Employees who retire within the guidelines of this contract and the Lagers benefit program shall be allowed to take time off earlier than those guidelines require by using forty percent (40%) of all accumulated sick leave time and shall receive a normal full City paycheck during that time (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 XXXII

Uniforms

Section 1. All employees will be required to wear shirts approved by the City. The City will furnish hats for the employees who are required to wear uniforms. The following will apply to hats. No hats, other than the ones furnished or made available by the City, may be worn during working hours. Wide brim hats will be available at employee's expense. Blue denim jeans and blue slacks will be approved by the City.

Section 2. All employees shall be paid an annual uniform allowance expense, except if provided in the sum of three hundred eighty nine dollars and fifty three cents (\$389.53) in 2018 to be paid by the City prior to December 31 of each year during the term of this agreement. Beginning in 2019 all employees shall receive a three percent (3%) increase per year for uniform allowance. The allowance herein described shall be paid to the employee on a warrant separate from his/her normal paycheck. City to provide all field employees four (4) pair gloves per year.

Section 3. 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. The prescribed uniform with proper insignia shall not be worn except while on duty or to and from work.

Section 4. All Electric Department employees that are required to wear FR clothing shall also receive five (5) blue 100% cotton t-shirts yearly.

ARTICLE XXXIII

Meals

Section 1. The City shall provide meals for 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 lunch break or one (1) hour or more before regular working time. The meal allowances are as follows:

<u>Meal</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Breakfast</u>	\$9.33	\$9.52	\$9.71
<u>Lunch</u>	\$9.95	\$10.15	\$10.35
<u>Dinner</u>	\$12.75	\$13.01	\$13.27

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

Furthermore, beginning January 1, 2013, the City will begin applying the full amount of earned meals to the employee's paycheck.

Section 2. The City will pay for meals at the dinner allowance rate for continuous hours of work.

Section 3. All out-of-town meals are to be paid for at a rate of \$48.43 per day. This would only apply to employees who have to eat all three (3) meals out of town. Anytime an employee is required to leave for training or out-of-town assignment one (1) hour prior to work time, the City will furnish a meal for that employee. Anytime an employee is required to come back from any type of training or out-of-town assignment one (1) hour after normal quitting time, the City will furnish a meal for that employee.

ARTICLE XXXIV

Duration of Agreement

Section 1. This agreement shall be effective as of February 4, 2018 and shall continue in full force and effect until, and including, December 31, 2020.

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.

CITY OF POPLAR BLUFF

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 702


MAYOR


BUSINESS MANAGER

ATTEST:


CITY CLERK


BUSINESS REPRESENTATIVE

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

4/20/2018

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement