

A G R E E M E N T

Between

CITY OF
MALDEN

CITY OF MALDEN, MISSOURI

(EMPLOYER)

And



IBEW LOCAL 702

International Brotherhood of Electrical Workers

Local Union No. 702

(Electric Department)

Effective

July 1st, 2021 to and including June 30th, 2024

City of Malden

Electric Department

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AGREEMENT

The City of Malden, MO, a municipal corporation, hereinafter referred to as the City, hereby adopts the following rules, regulations, classifications and wage rates for all Electric Department employees, specifically the, Lead Lineman, Crew Foreman, Journeyman Lineman, and Apprentice Lineman, excluding supervisors (i.e. employees with the authority to hire, fire, and discipline bargaining unit employees), elected officials, and other City employees, effective July 1st, 2021.

This Agreement shall become effective when properly executed by the parties, and shall remain in full force and effect until June 30th, 2024 and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by the giving of sixty (60) days written notice from either party to the other. If amendment is desired, the contents of amendment shall accompany the notice. Changes mutually agreed to may be made at any time. It is the desire of the City and the Union that all parties to this Agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge, or to evade or circumvent the spirit and intent of this Agreement.

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and to provide for rates of pay, hours of work, and other conditions of employment for such employees, to the end that their mutual relations may be regulated, with a view to securing harmonious cooperation, and to provide a procedure for the prompt and equitable adjustment of all grievances and disputes that may arise during the life of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.01 – Recognition of Union

The governing body of the City of Malden, hereinafter referred to as “the City”, pursuant to Ordinance 3231, recognizes Local Union No. 702 of the International Brotherhood of Electrical Workers, hereinafter referred to as “the Union”, as the exclusive bargaining agent and representative of its employees within the classifications of work and/or the employees covered by this Agreement, namely; Lead Lineman, Crew Foreman, Journeyman Lineman, and Apprentice Lineman, excluding supervisors (i.e. employees with the authority to hire, fire, and discipline bargaining unit employees), elected officials, and all remaining employees, who are employed by the City of Malden, Missouri.

The City recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.

The City shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting terms or conditions of employment contained within this collective agreement unless any such agreement is first agreed to by the Union.

Section 1.02 – Agreement Statement

This Agreement shall have effect only on the property of the City and shall govern all work performed thereon by the City employees coming under the jurisdiction of the Union.

Section 1.03 – Non-Discrimination Against Union Members

It is understood and mutually agreed that no member of the Union shall be discriminated against or denied employment because of their activities in legitimate matters affecting the Union.

Section 1.04 – No Work Stoppage, Slow-Down, Strike or Lock-Out

The Union agrees there shall be no strike, lockout, slow down or suspension of work nor shall any item of the City's property be knowingly changed in a manner that it will not function in the way most economical to the City during the term of this Agreement, because of the interpretation or application of the provisions of this Agreement. All such questions or disputes shall be handled in the manner provided for herein. The City agrees that there shall be no lockouts or action knowingly to provoke a strike.

Section 1.05 – Compliance with Applicable State, Federal Law

In the event that any of the provisions of this Agreement shall conflict with any applicable State or Federal Law or presidential regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

Section 1.06 – Successorship Clause

In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the City's obligations under this Agreement. Immediately upon the conclusion of such sales, conveyance, assignment or transfer of its operations, the City shall notify the Union of the transaction. Such notification shall be by certified mail to the Business Manager of the Local Union and shall be accompanied by documentation that the successor obligation has been satisfied. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto, or by change, geographical or otherwise, in the location or place of business of either party hereto.

Section 1.07 – Management Rights

Unless otherwise provided for by this Agreement, City shall retain all rights relating to the operation and management of the Electric Department. City shall, in its sole discretion, determine the number of employees necessary to carry out the operations of the department and make such decisions necessary for the hiring, promotion, discipline for just cause, release or termination of such employees pursuant to such policies as have been or may be adopted by the City. Nothing in this Agreement shall be construed as to limit the City's exercise of the powers granted to City by the State of Missouri or the applicability of City policies to Employees except as expressly set forth in the Agreement.

Section 1.08 – Emergency Suspension of Provisions

If in the sole discretion of the City it is determined that a state of emergency exists due to natural disaster, civil disorders, extraordinary weather circumstances (e.g., ice storms), the City may, upon Notice to the Union, suspend any portion of this Agreement, other than payment of wages and other sums required under this Agreement, for the duration of the state of emergency.

ARTICLE II

SENIORITY

Section 2.01 – Establishment

All new employees will serve a probationary period of six (6) months during which time the City shall be the sole judge of their ability and shall have the sole right to retain or release them. New employees who successfully complete the probationary period and who move from probationary status to regular employee status without a break in service will have their seniority begin with the start of their probationary period.

Seniority for each regularly paid employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment unless their seniority has been broken as hereinafter provided. If their seniority has been broken and they are re-employed, then and in that event his seniority after having been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first date of re-employment after their most recent loss of seniority hereunder.

The foregoing shall not alter or effect seniority rights such as vacations, sick leave, annuities, or other benefits and privileges to which such regular employee may be entitled for service with the City prior to being employed or re-employed hereunder. It being understood, however, that when an employee's seniority has been broken for reasons as hereinafter provided, and the employee is re-hired, they shall have forfeited all accumulated employee benefits and privileges which they had accrued during their prior service with the City, unless otherwise dictated by plan design and description.

Section 2.02 – Employee Types

The types of employees are:

- a. **Introductory Employee:** An employee on a trial status during the initial period of employment. All newly hired City employees are on an introductory status which, unless provided otherwise, extends for six months from the date of hire.
- b. **Regular Full-Time Employee:** An employee who has successfully completed the introductory period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule which will total no less than 2080 hours per year.
- c. **Part-Time Employee:** An employee who is assigned to a position which is expected to continue for an indefinite duration, and works a schedule of 29 hours or less per week.
- d. **Temporary Employee:** An employee whose work assignment is limited in duration to eight months or less, and works a shift schedule which on an annual basis would total less than 2,080 hours.

Section 2.03 – Layoff

The City may lay off any employee because of lack of funds or curtailment of work. Layoffs are not disciplinary actions taken against an employee and do not reflect discredit upon an employee's performance. When making a reduction in the number of employees due to lack of work and when re-hiring, the following procedure shall govern:

- a. Employees who have not established seniority with the City shall be laid off first.
- b. Thereafter, employees shall be laid off in the inverse order of their established seniority.
- c. The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the City being required to lay off employees possessed of skill essential to properly perform the work available at the time of layoff not possessed by employees having greater seniority.
- d. When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, providing they have the qualifications required. If a laid-off employee is recalled to work by the City within twelve months of their layoff, their seniority shall remain intact.

Section 2.04 – Break in Seniority

Seniority shall be deemed to have been broken for the following reasons:

- a. If the employee resigns.
- b. If the employee is discharged for just cause.
- c. If the employee is absent from work without authorized leave except when satisfactory reasons for his absence are given.
- d. If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report within this three (3) day period.
- e. If an employee is laid off for twelve (12) consecutive months, they shall, however, not lose their seniority if said seniority exceeds twelve (12) months. In all other case where an employee is laid off for more than twelve (12) consecutive months, they shall not lose their seniority, unless they are laid off for a continuous period equal to the seniority they had acquired prior thereto. In the event that an employee with five or more years of service is laid off in excess of five continuous years, then the seniority of such employee shall terminate.

Section 2.05 – Promotions

Promotions shall be made and vacancies shall be filled based on seniority, ability and qualifications. Ability and qualifications being reasonably equal, seniority shall prevail.

- a. Should an employee deny a promotion, it shall have no effect on their future promotions. Should all employees in lower classifications refuse such a promotion the City shall hire an additional employee for the position.
- b. An employee promoted or hired for a new position or an employee promoted to a position which is outside of the bargaining unit, other than a new employee, will be given a maximum of thirty (30) days to demonstrate their qualifications and ability to management or, in the case was hired specifically for the position, released from the City's employ. If an employee declines to continue in a job to which they were promoted, they shall be returned to the position they formerly held.
- c. When vacancies occur or when new positions are created within the bargaining unit, the City will post a notice on bulletin boards for a period of five (5) days (Saturdays, Sundays, and Holidays excluded) announcing the position open, with a copy of such posting sent (via email) to the Union. Employees desiring to be considered shall make written application to the City Administrator or his/her designee. When necessary, temporary assignments will be made for the period the position is considered open. The successful bidder will be awarded and assigned to the position within a period of ten days.

Section 2.06 – Leave of Absence

An employee who has established seniority, if they can be separated from duty, may be granted a leave of absence upon approval from the City and while on such leave, they shall not forfeit any such seniority they may heretofore have established provided they does not overstay their leave or accept employment elsewhere while on such leave without the approval of the City. Consideration for approval under this Section will be granted on a case-by-case basis upon review and agreement by the City Council.

Section 2.07 – Temporary Upgrading or Permanent Promotions

Temporary upgrading or permanent promotions shall be by departments. In selecting an employee for promotion, the determining factors shall be classification seniority, ability, and qualifications. If the ability and qualifications of the employees under consideration are sufficient, the employee with the greatest classification seniority will be upgraded or promoted.

Section 2.08 – Employees Right / Armed Services

In the event employees are called to the armed services, their rights upon being released or discharged, with reference to re-employment, shall be recognized as provided by Federal or State Statutes then in effect.

ARTICLE III

NEGOTIATION AND ARBITRATION

Section 3.01 – Obligation for Continuous Service

The parties agree that the operations of the City upon which the employees covered in this agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous service.

Section 3.02 – Grievance

The City agrees to meet and treat with the duly accredited officers and committees of the Union in the following manner on differences that may arise between the City and the Union:

- a. The employee and / or employees who believe they have been treated unjustly shall present a grievance, in writing on a form agreed to between the City and the Union, within five (5) working days of its alleged occurrence to the employee's immediate supervisor and Department Head, who shall attempt to resolve it within five (5) working days after it is presented to them. A Union steward may be present at this meeting. This step is to be bypassed if the immediate supervisor or Department Head is the subject of the grievance.
- b. In the event that a satisfactory settlement is not reached at this step, the grievance shall then be submitted in writing to the City Administrator and the Union Business Representative within fifteen (15) working days of the alleged occurrence. The grievance form shall be accompanied by the following:
 - Statement of the grievance and relevant facts
 - Remedy sought
 - Reasons for dissatisfaction with the Department Head's solution
- c. The City Administrator, or their designee, and the Union Business Representative, shall meet with the aggrieved employee in an earnest attempt to resolve the grievance in a timely manner, ideally within five (5) working days if possible. In the event no satisfactory settlement is reached, the City Administrator will respond in writing within fourteen (14) calendar days, in the space provided for on the grievance form or by separate letter.
- d. In the event that a satisfactory settlement is not reached in item c., the unresolved dispute may be referred to mediation as described in Article III, 3.03, or arbitration as described in Article III, Section 3.04.

Sec. 3.03 – Mediation

Any grievance may be mediated prior to arbitration if mutually agreed to between the parties to the Labor Agreement.

The following rules will be followed for the mediation unless otherwise agreed:

- a. Proceedings before the mediator shall be informal, the rules of evidence will not apply and no record of the mediation conference shall be made.
- b. The mediator will have the authority to meet separately with any person or persons but will not have the authority to compel the resolution of a grievance.
- c. If no settlement is reached, the mediator shall provide the parties with an immediate oral advisory opinion unless both parties agree that no such opinion shall be provided.
- d. If no settlement is reached at mediation, the parties are free to arbitrate. If they do so, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to at arbitration, and nothing presented by either party at mediation may be used against it at arbitration.
- e. The Federal Mediation and Conciliation Service (FMCS) shall be utilized for the mediation unless otherwise agreed to between the parties. In addition to the rules outlined in this Section 3.03 – Mediation, the parties further agree to abide by the guidelines asserted by the FMCS.

Sec. 3.04 – Arbitration Procedure

The parties desiring arbitration shall give notice to the other and shall on or before the fourteenth (14th) day following, notify the Director of the Federal Mediation and Conciliation Service (FMCS), Washington, D.C. to send a list of seven (7) arbitrators from which the parties shall alternately strike names to determine the Arbitrator. Upon receipt of such a panel, either party may, within thirty (30) calendar days after the receipt of said panel, reject one (1) such panel furnished, whereupon the party seeking arbitration shall immediately thereafter request the FMCS to furnish a subsequent additional panel of seven (7) names of qualified arbitrators. The Arbitrator shall have no power to add to, subtract from, change or modify any provision of the Agreement. The fees and expenses of the Arbitrator and other joint expenses in connection with the arbitration shall be divided equally between the City and the Union. Should either party desire to make a record of the arbitration hearing, the party desiring the record shall make arrangements for a court reporter, and shall bear the cost of the court reporter, including transcription. The other party may order a copy of the transcript from the court reporter if desired at their own expense. However, if a copy of the transcript is provided to the Arbitrator by one party, a copy shall also be provided free of charge to the other party.

ARTICLE IV

HOLIDAYS

Section 4.01 – Recognized Holidays

The City shall celebrate the following holidays off with pay for regular full-time employees:

NEW YEAR'S DAY – January 1

MARTIN LUTHER KING – 3rd Monday in January

PRESIDENT'S DAY – 3rd Monday of February

MEMORIAL DAY – Last Monday of May

INDEPENDENCE DAY – July 4

LABOR DAY – 1st Monday of September

COLUMBUS DAY – 2nd Monday in October

VETERAN'S DAY – November 11

THANKSGIVING DAY (Extended) – 4th Thursday and Friday of November

CHRISTMAS EVE DAY AND CHRISTMAS DAY – December 24 – 25

NEWS YEAR EVE DAY – December 31

Additional Personal leave days

Three personal days, per calendar year, shall be allowed to each employee, to be used at their discretion, as long as the operational necessity of the City allows.

In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited.

An employee who is absent without approved leave on the day immediately preceding or following a holiday shall lose the holiday as well as pay for that day.

ARTICLE V

VACATION

Section 5.01 – Vacation Accrual Rates

All employees, excluding temporary and seasonal employees, shall be eligible to earn vacation credits based on each full calendar month worked, according to the schedule in Appendix A. Employees working less than a full calendar month will earn vacation credits on a pro-rata basis. Probationary employees shall earn vacation credits from their start date. Vacation is determined from "HIRE DATE TO ANNIVERSARY DATE".

No vacation leave will be granted during the 1st year of employment.

No employee may take vacation leave unless it is approved by his/her supervisor. Supervisors shall endeavor to schedule the work as to allow employees to take vacation at their requested time. Vacation scheduling shall be based within the constraints of efficient operations and upon length of service.

Section 5.02 – Carry Over of Vacation Credits

An employee, with the approval of the employee's supervisor, may elect to carry over vacation credits earned in a calendar year to the subsequent calendar year not to exceed one hundred twenty (120) hours.

It is not the intention of the City Council to disadvantage employees covered under the incentive program with regards to earned but unused vacation credits. Consequently, employees who have accumulated vacation and carried the vacation days forward to the current year shall maintain that entitlement, but shall endeavor, with the approval of the employee's supervisor, to take such entitlement within six months.

Department heads shall submit to the City Administrator the names and vacation days carried forward of each employee in this category, together with a schedule as to when these days are to be taken.

EMPLOYEE WILL NOT ACCRUE ANY BENEFIT(S) (VACATION / SICK LEAVE / PERSONAL DAYS) UNTIL COMPLETION OF INTRODUCTORY PERIOD

Section 5.03 – Separation from Company

Whenever separation from the City occurs, an employee is entitled to reimbursement for unused, unexpired accrued vacation leave, provided that in case of resignation, the employee has given two (2) weeks or more notice of his intention to resign.

ARTICLE VI

PAID LEAVE

Section 6.01 – Sick Leave

Employees shall be entitled to sick leave as follows:

A regular full-time employee shall not be entitled to sick leave until they have been employed continuously for six months. Sick leave shall be accumulated at a rate of forty (40) hours the first year of service and eighty (80) hours per year for each subsequent year (see Appendix B). Sick leave so granted shall accrue to the credit of each such employee, up to a maximum total accumulation of two hundred and forty (240) hours. Once an employee has reached their maximum accumulation of allowed hours, and voluntarily terminate their service with the City, whether through retirement or resignation, and have given the City a minimum of two (2) weeks' notice, they shall be entitled to payment of one-half (1/2) of the credits unused.

Sick leave is determined by calendar year and is pro-rated the first year" and must be "earned" before taken. Sick leave earned can be taken after completing six (6) month probationary period.

Employees entitled to sick leave may remain away from work with pay, where such absence is the result of personal illness or physical incapacity not job related, illness or incapacity of an immediate family member, or quarantine of an employee by a physician. For purpose of this section, immediate family shall be defined as mother, father, spouse, or children. Absence, as a result of the birth of an employee's child, shall be charged against accumulated sick leave, and may not exceed three (3) days without written authorization from the attending physician.

Accrued sick leave may be utilized for routine medical office visits and / or testing.

An employee must keep his immediate supervisor informed of his condition if the absence is for more than one (1) day. An employee may be required to submit a doctor's certificate for any absence. Employees must submit a doctor's certificate before returning to work whenever three (3) consecutive work days are missed due to illness or injury.

Employees who exhibit a pattern of sick leave usage, or who use such leave, in excess, may be required to submit a doctor's certificate over a specified period of time for any sick leave request at the discretion of the immediate supervisor, the City Administrator or their designee. Such time periods would ordinarily be from three to six (3 – 6) months but in no case longer than one (1) year in length. Employees required to provide a doctor's certificates under this provision will be given prior notice in writing of the time period requirement. The written notice will indicate beginning and ending dates for the specified time period.

Sick leave shall be rounded off to the nearest quarter hour. When possible, sick leave should be taken in increments of no less than one (1) hour. In all instances, a day of sick leave will be comparable to the number of hours worked in the employee's normal shift.

No sick leave will be given to an employee in excess of the amount earned and available to the employee.

Sick leave shall not accrue during leaves of absence without pay.

When an employee is transferred to another position, any unused sick leave which may have accumulated to the employee's credit shall transfer with the employee.

An employee shall utilize vacation time when sick leave has been exhausted.

Earned sick leave and vacation accruals must be exhausted prior to taking an unpaid medical leave of absence, or Family and Medical Leave Act (FMLA) leave. Such used compensable time shall be considered as part of the total eligible FMLA leave.

It is the responsibility of each Department Head or designated supervisor to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misinterpretation of the utilization of sick leave.

Department Heads will ensure that any sick leave used will be reflected with the submission of time sheet records.

It is the responsibility of the Department Head, in conjunction with the Payroll Department, to ensure that proper accountability of sick leave is kept on all eligible employees. This shall include keeping a record of accruals and utilization.

Section 6.02 – Pandemic / Coronavirus Sick Leave

Upon a declaration by the United States Secretary of Health and Human Services of a public health emergency due to infectious disease, the following policy will apply until the expiration of such declaration:

PREMPTION BY STATE OR FEDERAL LAW – This policy shall be effective except as superseded by controlling state or federal law and any leave authorized under this policy shall be in addition to that otherwise required to be granted.

PRESUMED OR CONFIRMED CASES OF INFECTIOUS DISEASE IN EMPLOYEE OR IMMEDIATE FAMILY MEMBER – If a medical official determines an employee is presumed or confirmed to have the infectious disease declared to constitute a public health emergency, the employee must stay home and may utilize sick leave benefits. If an employee does not have a sufficient sick leave balance, that employee may go into a negative balance, or use accrued vacation or compensatory time Work from home may be available based on specific department director approval and oversight.

EXPOSURE EVENT – If an employee is quarantined by medical staff, the employee must stay home and may utilize sick leave benefits. If an employee does not have a sufficient sick leave balance, they may go into a negative balance, or used accrued vacation or compensatory time. Work from home may be available based on specific department director approval and oversight.

GOVERNMENT SHUT-DOWN – Employees must stay home and may utilize sick leave benefits. If an employee does not have a sufficient sick leave balance, they may go into a negative balance, or use accrued vacation or compensatory time. Work from home may be available based on specific department director approval and oversight.

ON THE JOB EXPOSURE – Emergency personnel who have a known exposure during the course of their duties will be quarantined for up to two weeks and provided all benefits of worker's compensation.

CHILDCARE SHUT-DOWN – Employees with dependent children under age 18 whose school or childcare is closed, or otherwise unavailable, may utilize sick leave benefits. If an employee does not have sufficient sick leave balance, they may go into a negative balance, or use accrued vacation or compensatory time. Work from home may be available based on specific department director approval and oversight.

CONDITIONS FOR “NEGATIVE BALANCE”: No negative balance shall be approved unless the employee shall agree, in writing, that such negative balance shall be reimbursed to the City through future accruing sick, vacation or compensatory time or by reimbursement to the City through wage withholding should the employee terminate employment while subject to a negative balance.

PERSONAL TRAVEL TO HIGH-RISK AREA – If an employee chooses to personally travel to a high-risk area and is quarantined upon return, the employee may utilize accrued sick, vacation, or compensatory time while quarantined. The City reserves the right to place the employee in voluntary quarantine under those conditions.

The Mayor and City Administrator will have the ability to make decisions which impact the City's services during a pandemic. In addition, changes may be made to the policies above based on new or revised federal or state regulations.

Section 6.03 – Paid Time Off Leave Pool

The City offers a Paid Time Off (PTO) Leave Pool for all eligible employees. An enrollment time for the PTO Leave pool will occur for a two-week period prior to July 1st of each year. All eligible employees who have one full year of service may donate to the Pool one to five full days of their sick leave benefit during this period. Additional donations shall be required should the Pool drop to fourteen (14) days. Employees are not eligible to make a withdraw from the Pool unless they have donated to the pool. Upon exhaustion of all sick and vacation time, an employee who has joined the program may utilize the Pool upon a serious illness

or hospitalization as certified by a physician. Withdrawals shall be in full day increments. An employee requesting withdrawal from the Pool shall fill out a request for sick leave and submit to the Human Resources (HR) Officer. Withdrawals shall have a limit of fourteen (14) days granted. A committee consisting of the Human Resources (HR) committee, City Administrator and City Clerk may extend the fourteen (14) day limit to a maximum of an additional fourteen (14) days upon finding extraordinary circumstances or permit an employee to join the program who is otherwise ineligible if ineligibility is caused from prior serious illness or hospitalization.

Section 6.04 – Funeral Leave

A regular full-time employee who has a member of his immediate family taken by death shall receive up to three (3) scheduled work days off with pay, per occurrence, as bereavement leave to arrange and / or attend funeral activities. Regular part-time, probationary employees and temporary employees will be entitled to “funeral” leave without pay.

Leave, not to exceed four hours may be granted to employees to attend the funeral of a City employee, retired City employee, or other relative not specified as "immediate family".

"Immediate family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren and any relative living in the same household.

If additional time is necessary, it shall be taken as vacation, other accrued leave, or unpaid leave, if applicable paid leave has been exhausted, with advance authorization by the Department Head and / or City Administrator's office. Time for attendance at funeral of others may be granted under the guidelines just noted.

The employee must notify their Department Head upon making determination to take time off from work.

Employees who fail to return to work on the date specified to the Department Head without receiving an extension are subject to disciplinary action up to and including termination.

Section 6.05 – Jury Leave

Any regular full-time, part-time or temporary employee who is required to serve on a jury, or as a result of official City of Malden duties, is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave. Upon request by the employee, the employee may receive the difference between their normal wages (regular hours only) and the amount of Jury Duty pay, but only upon evidence of proof of jury duty pay. An employee who receives notice of jury duty or witness service must notify their supervisor immediately in order that arrangements may be made to cover the position. Additional documentation, in the form of an excuse provided by the appropriate Court, shall be required before any jury / court leave is paid. The City reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

Time away will not affect vacation, sick leave or personal leave accruals. If any employee is to be called as an expert witness, the employee shall first receive permission to do so from the City Administrator or their designate.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or other approved leave.

The employee may keep any court payment for services performed.

Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact their supervisor and to report to work as instructed.

Section 6.06 – Military and Election Day Leave

Full-time employees may receive a leave of absence, for participation in annual or special training in the National Guard or Reserve Armed Forces. Employee shall be entitled to their regular rate of pay while on duty and shall not be deducted from annual vacation pay. An employee shall submit a copy of their military orders to the City Clerk.

The City shall, upon request made prior to the day of any election by any employee qualified to vote in that election, allow the employee the opportunity to vote between the hours of either 6:00 AM – 9 :00 AM OR 4:00 PM – 7:00 PM without loss of pay for any time in which the employee was otherwise scheduled to work during the day of the election. The employee’s supervisor shall designate the time period for voting.

Section 6.07 – Leave of Absence Without Pay

Requests for leave of absence without pay shall be in writing and shall state specifically the reasons for the request, the date desired to begin the leave, and the date of return. The request shall normally be submitted by the employee to the affected Department Head. The Department Head shall recommend to the City Administrator whether the request should be granted, modified, or denied. The City Administrator's office shall then make a decision based upon the best interest of the City, giving due consideration to the reasons given by the employee, and the requirements of any applicable state and federal laws.

The City Administrator's office may grant a full-time regular employee a leave of absence without pay not to exceed ninety (90) days for non-medical purposes. Non-medical leave is unpaid leave time for career advancement, personal or family situations. Such leaves may be granted after vacation time accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves. Medical leave without pay may be granted for a period not to exceed ninety (90) days. Medical leave may be used for disability / illnesses (including maternity-related disabilities) which extend beyond the period of accrued sick leave. (Vacation accruals shall be used before starting an unpaid medical leave after sick leave accruals are exhausted.)

Requests for medical leave must be accompanied by documentation from the employee's attending physician. All leave requests, both medical and non-medical, will be routed to the respective department head for approval. Approved requests shall be forwarded to the City Administrator for review and concurrence. Under no circumstances may an employee use a leave of absence to work for another employer or to pursue self-employment. Leaves are designed to accommodate employees who have critical personal situations only.

No sick leave, holiday, vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing longevity.

Any employee on an approved leave of absence without pay may continue his or her medical, dental and life insurance coverage by paying the full cost to the City in advance for each month or portion thereof of which he or she is absent, subject to limitations set by the insurance carrier.

Upon expiration of the leave of absence, the employee shall be reinstated in the position held at the time the leave was granted or another equivalent position.

Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

ARTICLE VII

GENERAL RULES

Section 7.01 – Union Bulletin Board

Reasonable space shall be provided on bulletin boards for the posting of Union notices. All notices shall be signed or identified by the proper Union official. Bulletin boards shall not be used by employees to post unsigned documents or items not pertaining to Union business.

Section 7.02 – Unauthorized Absence

No employee covered by this Agreement shall be absent from duty without securing permission from the supervisor in charge before so doing, and in case of illness shall notify the supervisor before working hours.

Section 7.03 – Classification Changes

Before placing any new classification into effect or before changing the job content of any existing classification, the City will notify the Union of its intentions to do so and will negotiate a wage rate for such.

Section 7.04 – Work by Supervisory Personnel

Supervisory personnel shall not perform work normally done by members of the bargaining unit, unless it is to protect life, property, public relations, or during a training period. It is further agreed that supervisory personnel may investigate emergency call-out work to determine how many men shall be used to restore service. Upon determining the extent of the trouble, the supervisor shall call the number of employees to restore service.

Section 7.05 – Inclement Weather

The City and the Union recognize the fact that temperatures, wind, or precipitation, or varying combinations of these factors produce conditions of weather under which work should continue only in the event of emergency. The Union recognizes that the employees who work outside will accept reasonable limits of discomfort from minimums of temperature, precipitation, or maximums of wind and does not feel that such reasonable limits of discomfort should justify suspension of work. The City recognizes that there are limits of temperatures, wind and precipitation, wind velocity or temperatures exceeded and, when confronted by them, the Lead Lineman or Crew Foreman shall modify or suspend the work to meet the conditions. It is further recognized that there are conditions of weather under which work on the ground is tolerable, but when work at elevated levels is not. Due allowances are to be made for such conditions.

Unless the work is necessary to protect life, property, or the continuity of operation and service, the City will not require employees to do construction or maintenance work in exposed locations out-of-doors in precipitation when protective clothing will not keep them reasonably dry, in weather conditions making their work unsafe or when the temperature is 15°F or below, including any adjustments for wind chill.

An employee who reports at the designated time and place to perform his regular scheduled work shall not lose time because of inclement weather. During periods of such inclement weather as identified above, the City may have employees not performing their normal work assigned to other work at their regular rate of pay and standby at designated locations for emergencies. Employees will not be required to work outdoors during heavy or continuous storms or during severe cold weather unless such work is necessary to protect life and property or to maintain service to the City's customers.

Section 7.06 – Tools

The City agrees to furnish all necessary tools on the job. The City shall not replace tools due to their being intentionally damaged by the employee. 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 VIII

WORKING HOURS AND CONDITIONS

Section 8.01 – Normal Working Hours

The normal working hours for employees covered under this Agreement are Monday through Friday, from 8:00 a.m. – 5:00 p.m. with a one (1) hour unpaid lunch period to be observed from 12:00 noon – 1:00 p.m. Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule.

When work schedules permit, employees will receive a rest period, which shall not exceed fifteen (15) minutes, on the City's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. All rest breaks and lunch breaks shall be arranged by the employee at the discretion of his/her supervisor. Under no circumstances shall break periods be banked to allow an employee to leave their work shift early. Similarly, compensatory time will not be granted for any break period that is not taken. If break periods are not taken, they are deemed forfeited.

Section 8.02 – Sixteen (16) Continuous Hours / Rest Period

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 eight (8) hour period.

Section 8.03 – Off Property Work

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

Section 8.04 – 2-Person Crew / Line Department

Not less than two (2) employees will be sent out to work on any truck when setting poles, hanging transformers, or operating a boom in the vicinity of single-phase energized primary circuits. Upon mutual agreement between the Department Head / Supervisor and the line crew, additional help may be dispatched for safety reasons. Not less than three (3) employees will be sent out when setting poles or operating a boom in the vicinity of two (2) or three (3) phase energized primary lines.

Section 8.05 – Standby

Standby duty is defined as time required to be "on call" and readily available should a call out for service be needed. While on standby duty, an employee's activities shall not preclude him/her from being immediately available for service. Response to a call out shall be initiated within a fifteen (15) minute period.

There shall be at least one (1) employee on Standby at all times. Employees on Standby duty shall receive fourteen (14) hours extra pay per week at the employee's normal pay rate for Standby.

Employees on standby duty who are called to perform work anytime other than their regularly scheduled working hours shall receive not less than two (2) hours at the applicable overtime rate. In the event it is necessary for the employee to continue on the job for more than two (2) hours, they shall receive the applicable overtime rate for all hours worked.

Employees who are not on standby duty who are called to perform work anytime other than their regularly scheduled working hours shall receive not less than two (2) hours at the applicable overtime rate. In the event it is necessary for the employees to continue on the job for more than two (2) hours, they shall receive the applicable overtime rate for all hours worked.

Section 8.06 – Travel Expenses

It is the policy of the City to reimburse employees for reasonable and necessary expenditures made by employees while on official City business. Mileage will be reimbursed at a rate per mile equal to the current Federal allowance. All other allowable expenses shall be on an actual cost basis. All expenses must be itemized if applicable. Claims for reimbursement of travel expenses, other than mileage, shall be accompanied by invoices and/or receipts showing proof of payment of such claims.

Travel While On City Business

1. Overnight Trips

- a. Lodging. Hotel and Motel expenses will be reimbursed on completion of authorized travel upon submittal of proper claim. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly indicated on all receipts.
- b. Meals. Meal reimbursements for all out-of-town or overnight trips will be paid on "Per Diem" based on the then current / applicable United States General Services Administration (US GSA) Government Chart.
- c. Mileage Allowance. Employees who utilize their personal vehicles on travel assignments will be allowed the current Federal allowance rate. Each employee who drives a private vehicle on City business must have liability insurance on said vehicle.

If City owned vehicles is available for use, employees may be required to utilize said vehicles in lieu of their personal vehicle.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. If mileage reimbursement is applicable, the actual speedometer reading from Malden to destination and return to Malden will be used. If an employee, for his or her own convenience, travels by an indirect route or interrupts travel by the most economical route, the employee shall bear any extra expense involved. Reimbursement for such travel shall be for only that pan of the expense as would have been necessary in order to travel.

- a. Out-of-State Travel. Requires prior approval by the City Administrator's office or Board.
- b. Travel time shall be arranged as part of the employee's normal working schedule (work week), so as to not require additional compensable time.

2. Local Travel and Expenses

- a. Local Mileage. No mileage will be paid for commuting from an employee's personal residence to City Hall or a work station.
- b. Local Meals. Reimbursement for meals will be allowed only where the employee is attending an approved meeting, seminar or conference as a representative of the City. The request for reimbursement of local meals should include the following information:
 - (1) Date
 - (2) Place
 - (3) Meeting Attended
 - (4) Specific Reason for Attendance
 - (5) Parking Fees will be reimbursed by actual cost and receipts shall be presented.

If an employee reimbursement is necessary, the reimbursement will be handled by the Accounts Payable Department after the "Claims for Expense" form is turned in. Reimbursement amounts of \$30.00, or less, may be handled by the City Clerk's office or the appropriate department office as a petty cash disbursement.

Non-Allowable Expenses

1. Laundry, cleaning, or valet services (except of trips of over one week duration).
2. Tobacco.
3. Alcoholic beverages.
4. Entertainment.
5. Personal telephone calls to home (limited to one per day).
6. First class travel accommodations when economy or coach class is available.
7. Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the Registration fee.
8. Fines, forfeitures, or penalties.
9. Rental vehicles except as pre-approved by the City Administrator.
10. Expenses of a spouse or other non-employee.
11. Loss or damage to personal property.
12. Barber, beauty parlor, shoe shine or toiletries.
13. Personal postage.

The following table shows per diem rates – Meals & Incidentals (M&IE) Breakdown – for Missouri effective October, 2020 – September, 2021.

Primary Destination	County	M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25
Kansas City	Jackson / Clay / Cass / Platte	\$66	\$16	\$17	\$28	\$5	\$49.50
St. Louis	St. Louis / St. Louis City / St. Charles	\$66	\$16	\$17	\$28	\$5	\$49.50

ARTICLE IX

EMPLOYEE BENEFITS

Section 9.01 – Benefit Eligibility

Employees classified as regular full-time employees shall receive all employee benefits provided by the City. Introductory employees, who, upon successful completion of their introductory periods will be regular full-time employees, shall be entitled to the same benefits as regular full-time employees, subject to applicable eligibility provisions and time periods.

Section 9.02 – Group Medical Insurance

The City of Malden offers group medical insurance to all regular full-time employees and all eligible dependents. Full-time Elected officials and all eligible dependents are eligible for participation. The City pays 100% of the employee's group medical insurance premium. The employee pays the group medical insurance premiums for all eligible dependents.

Any current employee who, at the time of retirement has at least five (5) years of service with the City, and who is at least fifty-five (55) years of age, and who at the time of retirement is a subscriber to the City's health insurance plan, may remain on the City's health insurance plan, provided that the retired employee shall be responsible for the entire premium. Any spouse and / or dependents who were part of the retired employee's plan may also remain on the city's health insurance plan provided that the retired employee shall be liable for the entire premium subject to the rules and regulations of the insurer.

Any former employee who, at the passage of this ordinance, remains on the City's health insurance plan under COBRA, may remain on the City's health insurance plan after the retired employee's time limit under COBRA has expired, provided that the retired employee shall be responsible for the entire premium. Any spouse and / or dependents who were part of the retired employee's plan may also remain on the City's health insurance plan, provided that the retired employee shall be responsible for the entire premium subject to the rules and regulations of the insurer.

Any retired employee who qualifies to remain on the city's health insurance plan may do so until such employee qualifies for Medicare.

Coverage becomes effective the first day of the month following thirty (30) consecutive days of employment. Specific benefits of the plan are described in insurance brochures provided to each new employee. Medical coverage will be continued during an approved leave of absence, as outlined in the respective leave policy.

Section 9.03 – Employee Vision Benefit Program

The City of Malden may offer to all its regular full-time employees and their eligible dependents group vision coverage. Full-time Elected officials are eligible for participation following the appropriate eligibility period. On the first day of the month following thirty (30) consecutive days of employment, an employee is eligible for group vision coverage, at their own expense. Payment for coverage is handled as a payroll deduction.

An employee may also enroll dependents in the group vision coverage at their own expense.

Specific benefits of the plans are described in insurance brochures provided to each new employee by the Human Resource Officer.

Section 9.04 – Life Insurance

All full-time employees are currently covered by a twenty-five thousand dollars (\$25,000) life insurance policy provided by the City of Malden through the City approved medical insurance carrier.

The policy also provides a double indemnity accidental death and dismemberment (AD&D) policy for each regular full-time employee. The amount and terms of coverage may change annually.

Coverage is effective on the first day of the month following thirty (30) consecutive days of employment with the City. Coverage continues until the employee leaves employment, or the policy is discontinued completely by the City for some reason. Terminations under the policies shall be determined when premium payments for such employee's insurance is discontinued.

Specific benefits and terms of the policy are provided each new employee by the Payroll Department. It is the employee's individual responsibility to keep information on file related to this policy up-to-date as to name, address, and beneficiary(s).

Section 9.05 – Pension

Employees automatically participate in the Missouri Local and Governmental Employees Retirement System (LAGERS) L-6 benefit plan. The City pays into the system for the employees. Retirement benefits accrue from employer and employee contributions. Employees make four percent (4.0%) contributions of their gross wages. The annual employer percentage contribution to LAGERS is determined by the system.

Contributions begin on the first day of the month following six (6) consecutive months of employment. If a new employee participated in LAGERS at their previous place of employment, then contributions begin immediately.

The retirement system provides for retirement benefits and disability protection when a member meets the plan requirements.

If a member terminates service without retiring, employer contributions are not refundable under any circumstance. However, dependent upon length of service in the program, there may be some lump sum payments to which the employee may be entitled. The plan also provides for benefits at retirement age if a vested employee terminates, but does not take the lump sum option. Employees are vested with a minimum of five (5) years of service under the plan.

Annual benefit statements are provided by the retirement system to participating members. Employees may request an estimate of benefits from the retirement system at any time to obtain an approximate projected retirement benefit figure.

Enrollment and benefits forms are available through the City's Human Resource Officer. It is the employee's individual responsibility to keep information on file up to date related to their retirement account as to name, address, and beneficiary(s).

Employees who plan to retire from the system are encouraged to contact the retirement system at least 90 days in advance of the anticipated retirement date to secure estimate of benefits information and to finalize the retirement date. This action should also be coordinated with the City's Human Resources Officer.

Section 9.06 – Early Retirement Incentive

Any employee who:

- a. Through a combination of age and years of service has an eligible retirement date within the next eighteen (18) months; and
- b. Has a minimum 20 years of service;
- c. Whose average rate of salary for the immediate three years previous has exceeded \$45,000; and
- d. Within 90 days of requested early retirement date, applies in writing to his / her supervisor and designates an early retirement date prior to his or her eligible retirement date.

Shall be designated an "Early Retired Employee" and shall cease to be employed by the City upon their early retirement date. At their option an "Early Retired Employee" shall be eligible to remain on the City's group health insurance plan at the employee's expense (not to exceed eighteen (18) months) until the date the employee would have otherwise been eligible to retire.

Any "Early Retired Employee" electing to remain on the City's group health insurance plan shall receive, from the City, payment of a monthly sum equivalent to the monthly premium paid by the City on behalf of the employee during his or her last full month of employment prior to his or her early retirement date. Said payments shall cease upon the eligible retirement of the employee notwithstanding early retirement.

It is further agreed that these, as well as any and all other, benefit plans in existence before the execution of this Agreement, shall not have their benefit levels reduced or altered in any way to be less of a benefit, and shall remain in place for the life of this Agreement, at the same level as they existed prior to the execution of this Agreement. In the event of a discrepancy between any benefit described in this Agreement and any Plan description, the terms of the benefit plan shall govern.

Section 9.07 – Benefit Improvements

It is agreed by and between the parties that, should the City take any action to improve benefits for employees not covered by the City, including, but not limited to, the subjects contained in this Agreement, then those improvements will automatically be extended to the employees covered by this Agreement, at such time those improvements become effective for other City employees.

ARTICLE X

CLASSIFICATIONS AND RATES OF PAY

Section 10.01 – Classification Rates Of Pay Per Hour Effective As Of:

Classification	Current	7/1/2021	7/1/2022	7/1/2023
Lead Lineman	\$30.40	\$32.50	\$34.50	\$36.50
Crew Foreman	\$30.00	\$32.25	\$34.25	\$36.25
Journeyman Lineman	\$28.12 / \$30.00	\$32.00	\$34.00	\$36.00
Apprentice Lineman; 4 th Year		\$29.00	\$31.00	\$33.00
Apprentice Lineman; 3 rd Year		\$26.00	\$28.00	\$30.00
Apprentice Lineman; 2 nd Year	\$16.95	\$23.00	\$25.00	\$27.00
Apprentice Lineman; 1 st Year		\$20.00	\$22.00	\$24.00

Section 10.02 – Payday

The payroll period for all other City employees shall be a seven (7) day period beginning on Monday at 12:01 a.m. and continuing to Sunday at 12:00 p.m. (midnight).

All employees will be paid on a bi-weekly basis by direct deposit.

Employees will receive a statement of earnings, deductions, vacation, sick leave balances, etc., for the period covered by the payment.

Section 10.03 – Union Dues

For those employees, covered by this Agreement, who choose to become members of the Union, the City agrees to deduct a set amount, on a bi-weekly basis, from the wages due each employee who has given proper authorization for such deductions by means of a written authorization. These deductions shall be for Union dues and forwarded by the Company to the Financial Secretary of the Union no later than the tenth of the following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of the Union and provided in writing to the Company, of the deduction(s) shall be made to insure proper remittance to the Financial Secretary of the Union.

Section 10.04 – COPE Deductions

The Company agrees to allow for voluntary payroll deductions for Committee On Political Education (C.O.P.E.) to be forwarded to the Union Financial Secretary monthly. The employee must sign and submit a payroll deduction authorization which shall remain in effect until cancelled or amended.

ARTICLE XI

APPRENTICE LINEMAN PROGRAM

Section 11.01 – Apprentice Ratio

The City may employ not more than one (1) Apprentice Lineman to each two (2) 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 11.02 – Apprentice School

All apprentices will be required to enroll in the MPUA (Missouri Public Utility Alliance) apprentice lineman program. All apprentices will begin at level one, unless meeting MPUA 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 MPUA. Apprentices will advance to their next classification only after timely and successful completion of the MPUA 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 MPUA 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 they have 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 specified curriculum prior to being awarded a Journeyman Lineman classification.

Section 11.03 – Failure of Step Progression

Any employee who enters the Apprentice Lineman program in the Electric Distribution Department and fails (according to MPPUA 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 11.04 – Apprentice Work Levels

- A. 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."
- B. Apprentices-Level 1 may perform work on non-energized lines after six (6) months of service.
- C. Apprentices-Level 2 may perform work in company with a Journeyman on energized secondary circuits of not more than four hundred and eighty (480) volts.
- D. 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 four hundred and eighty (480) volts unless accompanied by a Journeyman Lineman.

Section 11.05 – Questionable Qualifications Review

Apprentice Linemen whose qualifications are questioned shall be required to pass a satisfactory examination administered by the Safety Committee.

Section 11.06 – Supplementary Training Agreement for a Lineworker

Notwithstanding any other provision of this agreement, should an employee be subject to or otherwise desire to enter into a "Supplementary Training Agreement for a Lineworker" (Attachment C), the terms of such agreement shall supersede any contrary term in this agreement except that such employee shall be granted employment status as otherwise defined by this agreement. Nothing in this agreement shall be construed to require the City to continue or extend the Supplementary Training program to any employee or prospective employee.

ARTICLE XII

SAFETY

Section 12.01 – Safety Committee

In order to eliminate unsafe conditions or working practices and to provide proper training programs, there shall be created a safety committee for the Electric Department. This department shall have a two (2) person safety committee, one person selected by the Union and the other selected by the City. The Utility Director or his/her designee shall be an ex-officio member of this committee.

Section 12.02 – Adoption of Rules

The safety committee may suggest rules and training programs for adoption by the City which the committee believes appropriate to reduce or eliminate unsafe conditions or practices. The City may, at the City's discretion, implement such rules and programs following notice to and comment from the Union.

Section 12.03 – Lost Time for Safety

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 12.04 – Safety Meeting

There shall be at least one (1) safety meeting per month. Minutes shall be recorded and a copy kept on file in the office of the Board of Public Works Director. Additionally, upon written request, a copy of such meeting minutes shall be electronically transmitted (emailed) to the Union Business Representative.

Section 12.05 – CPR, AED & First Aid Training

The City will provide Cardiopulmonary Resuscitation (CPR), Automatic External Defibrillator (AED) and First Aid training and will schedule such so that all employees remain actively certified for all.

Section 12.06 – First Aid Kits & AEDs

The City agrees to place a comprehensive First Aid kit (fully stocked and checked monthly) on each vehicle in the Electric Department. The City further agrees to place a working Automatic External Defibrillator (AED) in the Electrical Department Warehouse and no fewer than two (2) vehicles as mutually designated.

Section 12.07 – Disability Leave & Workers Compensation

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.

All job-related injuries and illnesses SHALL be reported immediately to the Clerk and a report made at that time.

A full-time employee who is temporarily disabled because of injury while on duty shall receive their regular straight time rate of pay, less any pay received as workers' compensation, until they reach "Maximum Medical Improvement" (MMI) or are released back to work (even if on light duty). If such disability becomes a permanent situation and the employee has reached MMI, then the employee can pursue a Long-Term Disability (LTD) status with the Missouri Local Government Employees' Retirement System (MO LAGERS) as well as the Social Security Administration.

Any employee injured while on duty shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery to their former position with full seniority rights, provided they are physically qualified to return to work.

Section 12.08 – Work on Energized Circuits

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

Section 12.09 – Truck Testing

All bucket liners and trucks with a fiberglass jib shall successfully pass a dielectric test at intervals consistent with the requirement of the Occupational Health and Safety Administration, to ensure the safety of employees while performing gloving procedures.

Section 12.10 – Safety Equipment Furnished

Safety equipment and protective devices necessary to health and safety of the employees while on duty will be provided. This includes, but is not limited to: hard hats (that have not expired), leather gloves, safety glasses, and a fall arrest harness that is arc flash rated and meets or exceeds ASTM F887 Electric Arc Performance Requirements. Worn out, expired, or deteriorated items shall be presented to the employee's supervisor for immediate replacement.

Section 12.11 – Defective / Worn Out Items or Equipment

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

Section 12.12 – Rubber Gloving

- a. The employees Third Year and above, will be expected to work on all voltages up to and including primary energized lines with rubber gloves.

- b. While rubber glove work is performed on energized primary lines (4,160 volt), the recloser shall be set on non-reclose. The recloser shall have a hold tag placed on the device.
- c. Rubber glove work on energized primary lines, will be performed from an insulated bucket with a 50KV bucket liner. Trucks will be tested at least every twelve (12) months, unless the physical condition of the trucks indicates the need for earlier testing.
- d. Training through the IBEW's National Industry Utility Training Fund (NIUTF), or an equivalent that is acceptable to the City, will be provided and must be completed before employees are qualified to perform rubber glove work on energized lines.
- e. All rubber glove work on energized lines will require a three-person crew, one of which can be a Third Year Apprentice, except only a two-person crew, consisting of at least two employees of Journeyman Lineman status, is minimally required for changing insulators and pins on single phase lines as well as for the road and field phase on three phase lines.
- f. If in the judgment of the Lead Lineman, additional help is needed for safety results, the City shall provide such help.

Section 12.13 – FR Clothing and Boot Program

Each employee covered under this Agreement shall be provided work uniforms as follows.

Five (5) sets of 100% cotton uniforms consisting of five (5) fire retardant 8 calorie long sleeve shirts, five (5) fire retardant 4 calorie long sleeve shirts, five (5) tee shirts and five (5) fire retardant work pants will be provided annually. One (1) set of FR rated insulated work gear jacket & bib overalls or insulated coveralls with one (1) hood will be provided at least every three years.

One (1) set of FR rated rain gear will be provided at least every five years.

Such work uniform clothing shall be worn by the employee at all times while working for the City, including while working on call outs.

In addition to the above, the City will reimburse employees up to \$550.00 in the initial year and \$400.00 annually for the purchase of leather and rubber safety toe footwear (boots), payable by reimbursement upon the employee's presentation of a receipt of purchase. New hires who at the time of their first annual allowance have not completed twelve (12) months of employment will receive a pro-rated portion of the annual allowance based upon the number of full calendar months completed at the time of the first annual allowance. All such boots must be either steel or composite toed, Electrical Hazard (EH) rated, and may be purchased by the employee at their vendor of choice. Employees are expected to maintain their boots in good condition, and shall wear such boots at all times while working for the City.

ARTICLE XIII

TERM / DURATION OF AGREEMENT

Section 13.01 – Agreement Dates

This agreement shall be ratified by the members of the Union and approved by the City Council and shall be effective beginning on July 1, 2021 and shall remain in full force and effect through June 30, 2024, and from year to year thereafter, unless it has been cancelled or amended by giving of sixty (60) days written notice by either party to the other. If amendment is desired, the proposed amendments shall accompany the notice. Changes mutually agreed to may be made at any time.

City of Malden,
Missouri

Local Union No. 702
International Brotherhood of
Electrical Workers, AFL-CIO

By: 
Mayor Date

By: Steve Hughart 7-9-2021
Business Manager Date
Steve Hughart

By:  6/20/21
City Administrator Date

By: Mark Baker 7/9/2021
Business Representative Date
Mark Baker



APPENDIX A

VACATION LEAVE ACCRUAL SCHEDULE

Years of Completed Service	Number of Hours Per Year	Number of Hours Awarded Per Pay Period	Maximum Total Accumulation Amount Allowed
Less than 1	40	1.5385	40
1	80	3.0769	120
2	80	3.0769	120
3	80	3.0769	200
4	80	3.0769	200
5	80	3.0769	200
6	80	3.0769	200
7	80	3.0769	200
8	80	3.0769	200
9	80	3.0769	200
10	80	3.0769	200
11	88	3.3846	200
12	96	3.6923	208
13	104	4.0000	216
14	112	4.3077	224
15	120	4.6154	232
16	124	4.7692	240
17	128	4.9231	244
18	132	5.0769	248
19	136	5.2308	252
20	140	5.3846	256
21	144	5.5385	260
22	148	5.6923	264
23	152	5.8462	268
24	156	6.0000	272
25	160	6.1538	276
26	160	6.1538	280
27	160	6.1538	280
28	160	6.1538	280
29	160	6.1538	280
30	160	6.1538	280
31	160	6.1538	280
32	160	6.1538	280
33	160	6.1538	280
34	160	6.1538	280
35 and beyond	160	6.1538	280

APPENDIX B

SICK LEAVE ACCRUAL SCHEDULE

Years of Completed Service	Number of Hours Earned Per Pay Period	Maximum Allowable Accumulation
Less than 1	1.5385	40
1	3.0769	80
2	3.0769	160
3 and beyond	3.0769	240

APPENDIX C

SUPPLEMENTARY TRAINING AGREEMENT FOR A LINEWORKER

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between Board of Public Works of the City of Malden, Missouri, herein referred to as “Employer”, and _____, herein referred to as “Employee”.

RECITALS

1. Employer desires that Employee receive lineworker training from various training courses to prepare Employee to work in the Energy Distribution Department as a lineworker.
2. Employee has agreed to attend the various training courses as part of the Employee’s duties of employment.

The lineworker training program consists of a four-year apprentice program that includes self-study, attendance at regularly scheduled formal training classes at various locations and passing written and oral examinations on the applicable subject matter.

AGREEMENT

1. Employee shall attend the lineworker training courses at various locations and complete the entire course of study provided there.
2. Employer agrees to pay the total cost of the Employee’s attendance at the training courses, including tuition fees, training materials, wages and benefits, meals and lodging for training courses away from Board of Public Works, and mileage to and from the training sites at the existing mileage rate, upon the following terms and conditions:
 - a. Employee must obtain a passing grade defined as at least 80 percent for the training, and if Employee does not receive a passing grade, the Employee shall repay Employer for the cost of the training, including tuition fees and materials.
 - b. Upon satisfactory completion of the lineworker apprentice training program, if Employee ceases being an Employee of the Energy Distribution Department of Employer in the four (4) years immediately following completion or if your employment is terminated involuntary for cause or should you elect to voluntarily terminate your employment from the Board of Public Works during your training you will be liable to repay the training program cost according to the following graduated schedule:

APPENDIX C

Departure Period	Repayment Due
During your education or training	100%
0-1 years after completion	100%
1-2 years after completion	75%
2-3 years after completion	50%
3-4 years after completion	25%
*Repayment based on completed training	

- c. If Employer terminates Employee without cause the Employee will not be required to repay the training program cost.
- d. Once Employee begins attendance in the lineworker apprentice training program, the Employee must complete the training unless one of the following occurs:
 - i. Personal illness or physical incapacity precluding performing lineworker duties verified by the written statement of a treating licensed physician.
 - ii. Death in the immediate family of Employee creating a condition wherein the Employee can no longer perform assigned duties as an Employee of Employer, immediate family being defined in section (VI – LEAVES) from employee policy manual

Failure of the Employee to complete the lineworker apprentice training program, except as provided in i and ii above, shall require Employee to pay to Employer the costs of lineworker training as stated above in paragraph (b). (Employee’s initials _____).

- e. In the event of the breach of any of the terms of this Agreement, Employee shall pay any and all costs and fees incurred by Employer in connection with the enforcement of the terms of this Agreement, including, but not limited to, Employer’s attorney’s fees and any court costs.
- f. Breach of this Agreement shall include, but not be limited to, any action or inaction by or on behalf of Employee that results in dismissal from employment with Employer.
- g. This Agreement is the sole and exclusive Agreement between Employee and Employer and can only be modified by written approval of the Board of Public Works Board.

APPENDIX C

- h. This Agreement shall be binding upon and inure to the benefit of Employer and any successor in interest to the business of Employer, whether through merger, acquisition, sale, or other transfer.
- i. Nothing in this Agreement shall change the employment status of Employee and cause Employee to have anything but an employee-at-will status while employed by Employer. Employee acknowledges that Employee may be dismissed from employment with Employer for any reason or for no reason at all.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate the day and year first above written.

CITY OF MALDEN BOARD OF PUBLIC WORKS

By: _____
Employee

Date

By: _____
Utility Director

Date

By: _____
Human Resources

Date