

Index to Fonts

Italicized = new language

Non-italicized = from the City's policies

MEMORANDUM OF AGREEMENT

This Agreement effective this ____ day of _____, 20__, by and between the City of Columbia Water and Light Department (hereinafter referred to as the "City") and Local Union 2 of the International Brotherhood of Electrical Workers, affiliated with the A.F. of L. - C.I.O. (hereinafter referred to as the "Union"), provides:

ARTICLE I. PURPOSE OF AGREEMENT

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, work rules, and other conditions of employment, for Water and Light Department employees of the City have agreed that this Memorandum of Agreement ("Agreement") records the results of completed negotiations including some provisions of the City's Personnel Policies, Procedures, Rules and Regulations.

The City and the Union further agree that they have entered into this Memorandum of Agreement to promote efficiency while preserving fairness in the workplace, to achieve economy without sacrificing safety in the workplace, to reward merit while taking account of employees' length of service, to provide for impartial, final and binding resolutions of grievances by settlements or arbitration, to develop and maintain morale among employees and between employees and management, and to establish non-discriminatory standards for the classification and compensation of employees.

ARTICLE II. RECOGNITION

Section 1. Recognition - *The City recognizes the Union as exclusive bargaining representative of all employees covered by the classifications listed in "Exhibit A" attached hereto and made a part hereof (and this Agreement covers only the employees in such job classifications) and as bargaining representative for future employees in such classifications.*

Section 2. Agreement Binding - *This Agreement shall be binding upon the City and upon all employees holding membership in the above designated bargaining unit.*

ARTICLE III. DUES DEDUCTION AND FAIR SHARE

Section 1. Association Membership - *Each new employee may become a member of the Union.*

Section 2. Dues – With respect to any employee on whose behalf the City receives written authorization in a form agreed upon by the Union and the City (attached to this Agreement as “Exhibit B”), the City shall deduct from the wages of the employee the dues, initiation fee and/or financial obligation uniformly required and any authorized increases therein, and forward the full amount to the Union by the Tuesday following the issuance of pay from which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the City by the Union.

Upon execution of this Agreement, the Union shall provide the City with a list of all employees in the bargaining unit who are members of the Union. Any present employee who is not a member of the Union upon execution of this Agreement shall be provided a notice agreed to by the City and Union that he has thirty (30) days from the Agreement’s execution to inform the Union that he wishes to join the Union as a member. (attached to this Agreement as “Exhibit C”).

Any employee upon being hired by the City after execution of this Agreement shall be provided by the City a copy of the notice referred to in Section 2, Paragraph 2 above (Exhibit C).

Upon hiring any employee to fill a position in the bargaining unit, the City will within no more than seven days send a written notice to the Union of the employee’s name, the position the employee has filled, his hourly wage rate, his home address, phone number and email address if any.

Section 3. Fair Share – Any employee in the bargaining unit, who chooses not to join the Union shall be required to pay a fair share of the cost of the collective bargaining process, contract administration including but not limited to matters affecting wages, hours and other terms and conditions of employment, but not to exceed the amount of dues uniformly expected of employees. Any employee hired on or after the effective date of this Agreement who has not applied for membership in the Union shall, on or after the thirtieth (30th) day of his hire, be required to pay a fair share as defined above. The City shall with respect to any employee from whom the City has not received a written dues authorization, as provided for above, deduct from the wages of the employee his fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the Tuesday following issuance of pay from which the deduction is made, subject only to the following:

a. **Certification of Delinquency** - The Union has certified to the City that the affected employee has been delinquent in his obligation for at least thirty (30) days.

b. **Certification of Notice** - The Union has certified to the City that the affected employee has been notified in writing of the obligation and the requirement of each provision of this Article and that the employee has been advised by the Union of the obligations pursuant to this Article and of the manner in which the Union has calculated the fair share.

c. **Certification of Opportunity for Employee Objections to Dues Payment** - The Union has certified to the city that the affected employee has been given a reasonable

opportunity to prepare and submit any objections to the dues payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the City and the Union for the purpose of determining and resolving any objection the employee might have to the fair share fee.

*d. **Religious Grounds Objection** - Upon objection by the employee based on bona fide religious grounds, the fair share obligation shall be paid to a charitable Union-City employee selected service organization.*

***Section 4. Indemnification** - The Union shall indemnify and save the City harmless against any and all liability arising out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of this Article III, or in reliance on any list, notice or assignment furnished under any of such provisions.*

ARTICLE IV. NEW HIRES, JOB OPENINGS & BULLETIN BOARDS

***Section 1. New Hires** - The City will promptly notify the Union in writing when new employees are hired for classifications included within the bargaining unit.*

***Section 2. Job Openings** - The City agrees to first solicit new employees for those classifications within the bargaining unit by posting for employees from within the Department. If there are no bids for promotion or transfer or qualified applicants from within the bargaining unit, the City then agrees to solicit for those classifications. If there are no bids for promotion or transfer or qualified applicants from within the bargaining unit or the City, the City then agrees to solicit for those classifications through the Union Local 2, I.B.E.W. Employees from within the Department or the City will have 48 hours from the notice posting of the position to submit their bid for the position. The Union will have forty eight (48) hours from the City's request to provide the City with applicants. If such employees are not available from the Union, within forty-eight (48) hours after notice, the City reserves the right to recruit and hire such employees outside the Union. The City shall be the final judge of qualifications of applicants in every case.*

***Section 3. Bulletin Boards** - The City shall provide a suitable bulletin board at each of its installations for posting notices of the City and the Union. Union notices shall be mutually agreed upon by the Union Representative and the Electric Division and/or Water Division Managers.*

ARTICLE V. MANAGEMENT

***Section 1. Management Rights** - The Union and its members recognize the sole right of the City to determine its operating policies and manage its business in the light of experience, business judgment, and changing conditions; and among such functions are the right to direct the working forces, including the right to hire, suspend or discharge for just cause, transfer, maintain discipline and efficiency of employees, determine the number of employees it will have in its service at any time, determine the qualification of employees for the performance of the duties of specific jobs, and the right to relieve employees from duty because of lack of work, or for other reasons, subject to the terms of this Agreement on those subjects otherwise referenced*

in this Article and provided that this Article will not be used for the purpose of discrimination against any member or members of the Union.

Section 2. Union Cooperation - *The Union agrees that its members will individually and collectively perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from injury; and that it will at all times cooperate with the City in improving the ability and efficiency of the employees and thereby make the service of the City more desirable, economical and attractive to the public. The City and the Union shall jointly establish and maintain an adequate training program, including apprenticeship programs for the classifications of lineworker, substation technician, meter repair worker, and communication technician.*

Section 3. No Strikes No Lockouts - *During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business. The Union further agrees that, should any such acts be committed by employee or employees, it will discourage said acts.*

Section 4. Temporary, Intermittent, Irregular Employees - *When additional temporary intermittent, irregular employees are needed to supplement the City Water & Light Department regular work force, the City agrees to obtain such employees by first seeking them through Local 2 which shall have 24 hours within which to provide workers in response to the Department's needs.*

If Local 2 is unable to provide the requested number of employees pursuant to the above paragraph, the City shall be free to use any method to do so.

The City agrees employees obtained pursuant to this provision will not be used to abrogate the general practice of the City maintaining a sufficient work force of regular employees to take care of its normal volume of work.

ARTICLE VI. EMPLOYEE SERVICE - PROMOTIONS, DEMOTIONS, LAYOFFS, AND BIDDING

Section 1. Definitions

a. Employees - *The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by the City for regular employment in the bargaining unit who has not completed six (6) months of continuous service with the City. The term "regular employee" means any individual engaged by the City for regular employment who has completed six (6) months of continuous service with the City.*

b. Service Rights - The term "service rights" means the rights accruing to regular employees through Departmental, Divisional or Job Service, which entitles them to preferences provided for in this Agreement. An employee who resigns from the City or is discharged for cause shall lose all service rights.

c. Line of Progression - A "line of progression" is a sequence of related job classifications within a department or a division providing advancement for qualified employees therein. All lines of progression are specifically set forth in Exhibit D.

Section 2. Departmental, Divisional and Job Service

a. Departmental Service - After a probationary employee has satisfactorily completed six (6) consecutive months of employment, he establishes six (6) months of "Departmental Service" and becomes a regular employee. Once having established Departmental Service, the employee will accumulate additional Departmental Service, according to his total length of employment within the Department unless broken by resignation, layoff, or discharge.

b. Divisional Service - After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a Division of the Water & Light Department, he establishes six (6) months of "Divisional Service" therein. Once having established Divisional Service in a Division, the employee will accumulate additional Divisional Service therein according to his total length of employment in that Division unless broken by resignation, layoff, or discharge.

Divisions within the bargaining unit in the Water & Light Department are as follows: Water Production, Electric Transmission & Distribution and Water Distribution.

c. Job Service - After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a job classification, he establishes six (6) months of "Job Service" therein. Once having established service in a job classification, the employee will accumulate additional service therein according to his total length of employment in that job classification unless broken by resignation, layoff, or discharge.

d. Apprentice Recognition - No new employee hired as a Lineworker, Electric Meter Repair Worker, Substation Technician or Communications Technician may accrue job service within a classification over apprentices serving in their last year of apprenticeship for the same classification.

It is understood by the parties that any apprentices as defined in the work Agreement between the Union and the City that are hired by the City from outside the bargaining unit shall not accrue job seniority over apprentices that are currently in the Department's apprenticeship program.

e. **Service and Promotion** - If Job Service among employees in a Division is equal, the total service in the line of progression shall govern; if the total service in the line of progression is equal, Divisional Service shall govern; and if Divisional Service is equal, Departmental Service shall govern.

f. **New Hires and Employees** - If the City chooses a new hire over an employee who would normally move up in the line of progression, the City must be able to demonstrate that the new hire has proven greater skill and ability than the employee.

g. **Establishing Service** - As of the effective date of this Agreement, all regular employees shall have the Departmental Service, Divisional Service and Job Service shown on the City's records. Correction of errors in such records not heretofore resolved will be made by the City provided same is requested within sixty (60) days after the date of this Agreement. In computing Departmental Service, Divisional Service and Job Service after the effective date of this Agreement, there shall be no deduction of Departmental Service, Divisional Service and Job Service for time taken off for sick or injury leave, and there will be no deduction of Departmental Service, Divisional Service and Job Service made for a layoff of twelve (12) months or less because of lack of work or for any absence permitted under the terms of this Agreement.

h. **Service, Illness and Layoffs** - If a regular employee is absent because of illness or injury, he shall retain full service rights during such absence. Service rights shall also be retained by regular employees who are rehired within twelve (12) months after layoff except that there shall be no accrual of vacation and sick leave benefits during the period of layoff.

Section 3. Employee in a New Job Classification - An employee entering a new job classification will accrue no Job Service therein until she has completed six (6) consecutive months in the new job classification. Upon completion of this period, her Job Service will date back to the beginning of the six (6) month period.

Section 4. Service Lists - Service lists will be furnished to the Union and posted by the City every three (3) months on all bulletin boards accessible to employees covered by such lists. These lists shall show by lines of progression (grouped by Job Classification in the order of Job Service) the employee's name and his Departmental, Divisional and Job Service dates. Any questions as to the correctness of such lists should be promptly brought to the attention of Management.

Section 5. Line of Progression Promotions

a. **Promotion** - A "promotion" is advancement to a higher paying job classification in a line of progression. A "higher paying job classification" is one carrying a higher maximum rate.

b. Filling Vacancies in Line of Progression - If a vacancy occurs in a job classification in a line of progression, it shall be offered in accordance with Job Service to other qualified employees in the next lower job classification in the line of progression.

c. Promotion Factors - In selecting an employee for promotion, the determining factors shall be service, ability and qualifications. If the ability and qualifications of the employees under consideration are relatively equal, the employee with the greatest Job Service will be promoted.

d. Promotion Rejection - If an employee chooses not to accept a promotion, it shall have no effect on his future opportunities for promotion.

e. Waiver - Waiver of transfers or promotions shall be in writing.

Section 6. Bidding

a. Vacancy Notices and Bids - Except as provided in subsection (b) of this Section 6, if a new job classification is created, or if a vacancy occurs in a job classification to which there is no line of progression and no employee is eligible for recall, or if the vacancy is in a line of progression but no qualified employee is available for promotion or recall, the City will post a notice of the vacancy (hereinafter referred to as a "Bid Job" and attached as "Exhibit E") on bulletin boards within the Water and Light Department accessible to employees, covered by this Agreement for a period of at least one (1) week. Such notice shall have the job title, a description of the work, the qualifications required, the minimum and maximum wage rates and the period of the posting..

b. Injury/Illness and Job Placement - Whenever an employee is unable to perform the normal duties of his job because of illness or injury, the City may place him in any Bid Job without going through the posting procedure so long as such a decision does not bump another employee out of that Bid Job.

c. Bid Procedure - Any employee desiring to be considered for a Bid Job shall submit his bid in writing within said period of one (1) week or longer period depending on the time provided in the City's bid notice. The City shall have twenty (20) working days thereafter within which to make its selection. Any employee in the bargaining unit may submit his bid for any posted job opening and all bids will be given consideration. Should an employee at a higher classification be the successful bidder, he may be required to remain at his regular classification until a replacement is trained.

d. Promotion Criteria - All selections shall be made on the basis of merit without regard to favoritism. Merit shall mean ability, qualifications, efficiency, and continuous length of service in the department. In the case of vacancies in higher classifications within the unit to which there is no line of progression, the

City agrees that, where in its judgment ability, qualifications, and efficiency are relatively equal, it shall promote the employee with greater continuous length of departmental service. If, in the City's judgment, an employee who is selected to fill a Bid Job does not demonstrate his competence to perform the work of the job during the first six (6) months, or if such an employee does not desire to remain in the job for six (6) months, he may return to his former job classification and his Job and Divisional Service in the former job classification will be credited with the time spent in the Bid Job.

*e. **Bid Classifications** - Each of the position classifications to be filled in accordance with the provisions of this Section are listed in Exhibit F.*

*f. **Bid Dispute Resolution Procedure** - Disputes related to the filling of Bid Jobs shall be handled as per Article XXIV (an expedited grievance procedure for bid jobs) unless otherwise mutually agreed.*

Section 7. Demotions and Layoffs

*a. **Length of Service and Demotions** - If an employee is demoted by the City within a line of progression for any reason, all length of employment in higher job classifications within such line of progression shall be added to her Job Service in the job classification to which she is demoted.*

*b. **Layoff Demotions in Line of Progression** - Layoffs from a line of progression due to reduction in force shall be made from the starting job classification within the line of progression according to City Water and Light Department Service after necessary demotions have been made. Any employee unwilling to accept demotion or transfer to accomplish the above, regardless of her position in the line of progression, will be laid off.*

*c. **Non- Line of Progression Layoffs** - Layoffs due to reduction in force from job classifications not in a line of progression shall be made according to length of Departmental Service.*

*d. **Qualifications, Departmental Service and Bumping** - An employee scheduled for demotion or layoff due to reduction in force may, if qualified by education, experience and demonstrated ability, use any Departmental Service he has to replace an employee with less Departmental Service in any job classification.*

*e. **Recalls** - When vacancies occur in job classifications from which employees have been demoted, transferred or laid off (due to lack of work), they shall be filled by recalling such demoted, transferred or laid off employees who are eligible and qualified, as long as such employees are available, before the job is filled in any other way. A copy of each recall notice shall be promptly sent by certified mail at the same time to the Union and to the employee at her last known*

address. Such employees shall be recalled in the reverse order in which they were demoted, transferred or laid off. If an employee is so recalled and does not report for work within two (2) weeks after notice of recall shall have been mailed to her at her last known address, she shall have no further recall or seniority rights in the job classification involved.

f. **Notice of Layoffs** - A regular employee scheduled to be laid off due to reduction in force will be given two (2) weeks notice prior to the layoff.

g. **Job Protection to Current Employees** - During the term of the current Agreement, no regular employee, employed as of the effective date of this Agreement and covered by this Agreement, shall be laid off because of lack of work, nor shall her rate of pay be reduced. In the event of a reduction, elimination or reassignment of work, the City will assign to such an employee affected thereby, work that employee is qualified to perform or for which she can be trained. If such employee refuses such assignment, she shall be subject to termination.

However, it is understood that the provisions outlined above shall not supersede Article VI, Section 5 and 6.

Section 8. Transfer to Position Outside Bargaining Unit

a. **Filling Supervisory/Management Positions** - If at any time the City selects employees from within the bargaining unit for the position of supervisor, professional, confidential, or administrative position outside of the bargaining unit, such selection shall be made from the Division involved whenever practical and if a fully qualified employee can be selected there from. The City has the discretion to offer, and the employee has the discretion to accept or reject the position outside of the bargaining unit. If, in Management's judgment, an employee, who is selected to fill ~~a~~ one of the four identified categories of positions outside of the bargaining unit, does not demonstrate his competence to perform the work of the job during the first six (6) months, or if such an employee does not desire to remain in the job for six (6) months, she may, providing the job exists, be returned to her former job classification but without the time spent in the non-bargaining unit position being credited towards her Job and Divisional Service.

b. **Management Position/Impact on Length of Unit Service** - An employee who is selected from a position within the bargaining unit to fill, on a permanent basis, a supervisory, professional, confidential or administrative position will cease to accumulate Job, Divisional and Departmental Service in the job classification that he transferred from on the date of his promotion.

Section 1. Regular Assigned Jobs - Each employee shall at all times have a regular assigned job classification. The job descriptions in place on _____, 2011 shall be the job descriptions effective on the date of this agreement. Should the City find it necessary to create new classifications or change existing classifications within the Bargaining Unit, the City and the Union will negotiate the qualifications, job content, and wage rate for such newly created or changed classifications. If the parties cannot agree upon the proposed new or revised job description the issue shall be submitted to an arbitrator pursuant to Article XXIII. In the case of a newly created job description, the City Water and Light Department's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

Section 2. Temporary Out-of-Position Work – When an employee is temporarily assigned to a bargaining unit job for a period of two (2) hours or longer, and such job is paid at a higher rate than the employee's regular job, that employee will be paid at whatever step-up rate affords him an increase, not to exceed the top rate of the job to which the employee is assigned. The step-up rate of pay shall never be below the stepped-up employee's permanent straight time rate of pay. Except for employees assigned to crews, the City shall offer temporary assignments to upgraded positions to qualified employees with the lowest number of hours of work in an upgraded position. Where employees are assigned to crews, the step-up decision will first go to the most qualified employee with the least amount of hours in the crew and, in the absence of such an employee, the non-bargaining-unit Supervisor and/or Superintendent will select an employee from the Division with the skill and ability to do the job while having the least amount of hours of work in an upgraded position. The City shall maintain a posted list of the hours worked by employees in upgraded positions. The list will be updated bi-weekly and be posted on bulletin boards in each of the reporting areas and break-rooms. If an employee is temporarily assigned to an upgraded position at a higher rate of pay than the employee's regular job for four hours or longer, the employee shall be paid at the step-up rate affording him an increase for his full eight hour shift. The employee who performs the stepped assignment will receive the pay of the employee whom he replaced or five percent (5%) over the pay he receives in the position he holds at the time of the upgrade.

Section 3. Step Up Assignments for Six (6) Months or More – Step-up assignments for employees shall be approved in writing by the department or division head. The employee's time sheet will specify the position to be filled, the circumstances which make the assignments necessary and the starting date of the assignment. Step-up assignment shall not exceed thirty (30) work days or shifts, unless recommended by the Department Head, and approved by the Water and Light Department Director, at which time the department head should request a permanent reclassification or appointment of the stepped up employee to the higher level classification.

(Policy Section 19.86 as modified)

Section 4. Qualifications for Step Up Pay – An employee shall be eligible for step-up pay only if fully qualified for the higher level assignment (as determined by

proficiency examination or by the judgment of the duly authorized supervisor, considering such aspects as the individual's training, experience, education, reliability and total work performance Record). Fully qualified" means the individual is capable of performing the tasks without any closer supervision than is normally required of the position.

Step-up pay shall not be used to avoid requesting reclassification, to reward employees for outstanding service or for any other purpose than filling an existing position temporarily vacant or as specially authorized by the Department Head.

(Policy Section 19.86)

Section 5. Holidays, Vacations or Sick Leaves while on Temporary Upgrades - *If a holiday, vacation, or sick leave absence occurs while an employee is temporarily upgraded on the last day worked before the absence and the first day worked following the absence, the employee shall be paid at the step-up rate for such absence.*

Section 6. Emergency Call-Ins to Higher Paid Jobs - *An employee called in on an emergency basis to fill a vacant shift in a bargaining unit job which is paid at a higher rate than the employee's regular job shall be paid at the higher rate as set forth in the first paragraph of this section for a minimum of two hours no matter the amount of time spent on the call in, but then at the rate of the higher paid position for each hour after the first two hours of the call in.*

ARTICLE VIII HOURS OF WORK

The hours of work for employees in the Water and Light Department's three Divisions shall be as follows:

Section 1. The Electric Transmission and Distribution Division and the Water Distribution Division

a. Work Week - *Except as otherwise specified herein the basic work week for the Electric Transmission and Distribution Division and the Water Distribution Division employees shall consist of five (5) consecutive work days. Crews will work Monday through Friday.*

b. Work Day

(i) The Typical Work Day - *Eight (8) consecutive hours, except for one-half (½) hour intermission for lunch, shall constitute a normal work day. A regular workday is any twenty-four (24) hour period during which the employee's normal work day of eight (8) hours occurs. The normal standard time first shift work period of eight (8) hours on any regular work day typically runs from 8:00 a.m. through 4:30 p.m. with a half hour provided for an unpaid lunch. The normal daylight savings time first shift*

work period of eight (8) hours on any regular work day typically runs from 7:00 a.m. to 3:30 p.m. with a half hour provided for an unpaid lunch.

The normal standard time second shift work period of eight hours on any regular work day typically runs from 4:00 p.m. to 12:00 a.m. The normal daylight savings time second shift work period of eight hours on any regular work day typically runs from 3:00 p.m. to 11:00 p.m.

*(ii) **Meal Period** – First (1st) shift employees will typically take their half hour unpaid lunch breaks between 12:00 p.m. to 12:30 p.m. Second (2nd) shift employees will typically take their lunches during their shift and may eat their meal as work permits during which time they will be compensated at their regular rate of pay.*

*(iii) **Show-up Time** – An employee who reports to work for his regular shift and is reassigned by the supervisor to another shift due to operational requirements shall be paid either the total time worked or a minimum of three (3) hours straight time to pay for that shift for appearing on the job, whichever is greater.*

c. Shift Differential

*(i) **Amount of Shift Differential** - A shift differential of five percent (5%) or \$.65 per hour, whichever is greater, will be paid for work on the second (night) shift. Employees regularly scheduled to work three (3) or more different shift schedules each pay period shall be paid the shift differential for all shifts.*

*(ii). **Shift Differential and Overtime** – Employees eligible for shift differential, who work overtime, either daily or on the weekend, shall receive overtime pay based on their hourly rate of pay plus shift differential times the overtime rate (time and a half or double time) for the particular period when they are working.*

*(iii). **Permanent Part Time Employees** – Permanent part time employees in the Electric Transmission and Distribution Division or the Water Distribution Division are eligible for shift differential pay.*

*(iv). **Vacations, Holidays, Sick Leave and Compensated Time** – Employees eligible for shift differential will continue to receive the differential when on holidays, vacation, sick leave or compensated leave.*

Section 2. Water Production and Treatment Division

a. The Work Week - Except as otherwise specified herein the basic work week for the Water Production and Treatment Division employees shall consist of

five (5) consecutive work days. Other than employees assigned to rotating (swing) shifts, the Water Production and Treatment Division employees will work Monday through Friday.

b. The Typical Work Day – Water Production and Treatment Division employees shall be assigned to either one of three non-rotating shifts or a rotating shift. These shifts in order are: first (1st) shift 8:00 a.m. to 4:30 p.m.; second (2nd) shift 4:00 p.m. to 12:00 a.m. and third (3rd) shift 12:00 a.m. to 8:00 a.m. The rotating shift shall consist of two (2) consecutive days of ten (10) hours each, including weekends, followed by one day off and then again followed two ten (10) days off following a work cycle.

Except for Rotating Shift employees who shall receive three days off within a seven day period, all other Water Production and Treatment Division employees shall be entitled to two (2) consecutive days off.

c. Emergency Shift Coverage Procedure - In the event a shift must be filled with less than twenty-four (24) hours notice and there are no on-site relief employees available to fill the shift, the following process shall be used to fill such vacancy:

- (i) Offer the first eight (8) hours to the off-duty employee(s) in accordance with overtime call-out list;
- (ii) Offer to split the shift between the current on-shift operator and the on-shift operator scheduled for the following shift;
- (iii) Offer an on-shift operator to work sixteen (16) hours;
- (iv) Offer operators in the classification that are on vacation or personal business to see if they are available to cover the shift;
- (v) Offer the vacancy to a qualified operator in another job class;
- (vi) Offer the vacancy to the relief operator(s);

d. Shift Differential

(i) **Amount of the Shift Differential** - The City shall pay an hourly shift differential of five percent (5%) or \$.65, whichever is greater, for all hours worked on the second (2nd), third (3rd) and rotating shifts.

(ii) **Shift Differential and Overtime** – Employees eligible for shift differential, who work overtime, either daily or on the weekend, shall receive overtime pay based on their hourly rate of pay plus shift

differential times the overtime rate (time and a half or double time) for the particular period when they are working.

*(iii) **Permanent Part Time Employees** – Permanent part time employees in the Water Production and Treatment Division are eligible for shift differential pay.*

*(iv) **Vacations, Holidays, Sick Leave and Compensated Time** – Employees eligible for shift differential will continue to receive the differential when on holidays, vacation, sick leave or compensated leave.*

ARTICLE IX OVERTIME

Section 1. Time and One Half - All authorized overtime worked shall be paid for at one and one-half (1½) times the straight time rate of pay except as defined in the following sections.

Section 2. Daily Overtime

a. Employees Working Eight (8) Hour Non-Rotating Shifts - For work performed in excess of eight (8) hours on a scheduled work day whether before or after an employee's regularly scheduled shift, overtime will be paid at the rate of one and one-half (1½) times the regular rate including the shift differential.*

b. Employees Working Ten (10) Hour Rotating Shifts - For work performed in excess of ten (10) hours on a scheduled work day whether before or after an employee's scheduled shift, overtime will be paid at the rate of one and one-half (1½) times the regular rate including the shift differential..

Section 3. Double Time - Except as provided in Section 7 of this Article, all authorized work performed on Sunday and all hours (including the employee's regularly scheduled hours) worked in excess of sixteen (16) consecutive hours will be paid for at double the straight time rate.

Section 4. Call-Out and Scheduled Overtime - When an employee is called in for work outside his regular scheduled work period by duly authorized person, or persons, he shall receive a minimum of three (3) hours for the first call-out at the overtime rate which is applicable for the day and a minimum of one (1) hour for each additional call-out at the applicable at the time of the call-out for which he is called and the applicable overtime rate for every hour worked past three hours..

When an employee is assigned scheduled overtime and the assignment is canceled between the end of the employee's previous shift and before the start of the scheduled overtime, the employee shall receive a minimum of two (2) hours at the overtime rate which is applicable for the day of the scheduled overtime.

When employees work on their scheduled days off during a work week, they shall receive time and one-half (½) for all hours worked on their first scheduled day off, and double time for all hours worked on their second scheduled day off.

Section 5. Distribution of Overtime – Overtime assignments shall be distributed as equally as practicable among employees of each overtime equalization unit. Such overtime equalization units shall consist of the qualified employees in a job classification or employee work group. *For purposes of this Section, separate crews (such as one on an overtime assignment or working on a particular job assignment) shall be treated as a work group.* No employee will be given an overtime assignment unless he is qualified to perform it. The department or division head or designated supervisor shall maintain a roster showing the overtime hours worked by employees in each overtime equalization unit or work group. *Employees will first be offered the opportunity to volunteer for overtime by classification or work group as appropriate with the first opportunity offered to the employee with the lowest overtime hours.*

If all employees in a job classification refuse overtime it will be assigned to the least senior employee in that classification on a mandatory basis and thereafter in reverse order of continuous service. Any employee who refuses an opportunity to work overtime must remain available for thirty (30) minutes from the time of the initial contact. Such thirty (30) minute period shall be at no cost to the City. If an employee refuses an overtime assignment, she will be credited, for the purposes of overtime equalization, with the number of hours missed.

(Policy Section 19-96 as modified).

Section 6. Bypassing An Employee for Overtime - *The first time an employee is bypassed for an overtime call-out during any calendar year, the employee shall be compensated for 50% of the hours missed. Subsequent times where an employee is bypassed will be corrected by adjusting the overtime call out list to ensure proper equalization of overtime.*

Section 7. Travel Time - *When an employee is called in for unscheduled overtime work, he shall be paid travel time at the appropriate overtime rate not to exceed a period of thirty (30) minutes in advance of the time the employee reports for duty.*

Section 8. Major Storm Restoration - *When employees are assigned to major storm restoration duty as declared by the Water & Light Director, they shall be assigned by classification to either a twenty-four (24) hour shift or a twelve (12) hour shift. The twenty-four (24) hour shift shall consist of sixteen (16) hours on duty paid at time and one-half (1.5) and an eight (8) hour rest period paid at straight time. The twelve (12) hour shift shall be paid at time and one-half (1.5), except, that on Sundays and Holidays, employees will be paid at two (2) times their regular rate of pay for the sixteen (16) hours worked during the twenty-four (24) and the twelve (12) hour shift. Hours worked in excess of the sixteen (16) on duty hours shall be paid at two (2) times the regular rate, until the employee receives his eight (8) hour rest period. This schedule*

for City personnel shall remain in effect until terminated by the Water & Light Director, provided, however, that outside contractors shall not be retained by the City to perform comparable storm restoration duties on twenty-four (24) or twelve (12) hour schedules for more than twenty-four (24) hours following the termination of such schedules for all City personnel.

Section 9. Compensatory Time Leave

a. Compensatory Time and Overtime - Time and Overtime Compensatory time shall only be granted *consistent with the other overtime provisions of this Article.*

b. Compensatory Time Cap - Compensatory time accruals shall not exceed *one hundred sixty (160) hours annual accumulation for employees in the Water and Light Department power plant utility (relief) workers*, subject to further restrictions pursuant to department rule and regulations

c. Compensatory Time Accrual Payments - Compensatory time accruals shall be paid upon separation, at a rate not less than:

a. The average regular rate received by the employee during the last three (3) years of employment; or

b. At the final regular rate received by the employee, whichever is higher.

d. Overtime Remuneration/Compensatory Time - Inasmuch as possible, within departmental rules and regulations, operational needs, and budgetary limitations, employees shall be given an option of receiving paid overtime remuneration or compensatory time off.

e. Payment at move to Exempt Position - An employee moving from an overtime eligible position to an overtime exempt position shall be paid for all compensatory time on the books in the employee's paycheck that includes final hours worked in the overtime eligible position.

(Policy Section 19-124 as modified)

ARTICLE X HOLIDAYS

Section 1. Holidays - The following days will be recognized as paid holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

- a. If any of the above mentioned holidays occurs on Saturday, the holiday shall be observed on the previous Friday except as provided below.
- b. If any of the above mentioned holidays occurs on Sunday, the holiday shall be observed on the following Monday except as provided below.

(Policy Section 19-121 a and b as modified)

Section 2. Floating Holidays

- a. **Three (3) Floating Holidays** - Permanent employees, upon completion of twelve (12) continuous months of service, shall be entitled to three (3) floating holidays per fiscal year. Permanent employees shall have these three (3) floating holidays prorated for the remainder of the fiscal year following their first twelve (12) continuous months of service. *
- b. **Reimbursement of Floating Holidays** – Upon leaving city service, an employee shall be reimbursed for accrued floating holidays provided that in the case of resignation, required notice has been given.
- c. **Accrual of Floating Holidays** – An employee may accrue a maximum of nine (9) floating holiday. An employee shall receive pay at the regular rate at the end of each fiscal year for each hour of floating holiday which the employee would have accrued if the maximum accrual limit had not been established.
- d. **Requesting the Floating Holiday** – Floating holiday leave must be requested at least two (2) calendar days in advance. Exceptions to this provision may be granted by an employee's supervisor.

(Policy Section 19-121 as modified)

Section 3. Eight Hour Employees Working on Holidays - *Employees required to work a non-rotating eight (8) hour shift on a recognized holiday, or a day observed as a holiday, shall receive eight (8) hours of holiday pay at their regular rate plus two (2) times their regular rate for hours worked on the holiday. An employee shall be paid holiday pay for the actual holiday, or for the day observed as the holiday, but not both. An employee shall receive an extra day's pay for the week in which a holiday is observed on his regular day off.*

Section 4. Ten Hour Rotating Shift Employees Working on Holidays - *Employees required to work a ten (10) hour shift on a recognized holiday, shall receive*

ten (10) hours of holiday pay at their regular rate plus two (2) times their regular rate for the ten (10) hours worked on the holiday and for work performed outside the ten (10) hour shift on such holiday. An employee shall be paid holiday pay for the recognized holiday. An employee shall receive an extra eight (8) hours pay for the week in which a holiday is observed on his regular day off.

Section 5. Water Production and Treatment Division Working on Holidays

- It is understood and agreed that for all Water Production and Treatment Division employees who are assigned to work groups working a regular work week which includes Saturday or Sunday work, recognized holidays shall be observed on the actual holiday. Employees required to work on a recognized holiday shall receive eight (8) hours of holiday pay at their regular rate plus two (2) times their regular rate for hours worked on the actual holiday. An employee shall receive an extra day's pay for the week in which a holiday occurs on his regular day off. No one within the work group shall be eligible for any holiday pay consideration for days which are not actual recognized holidays but are observed on another day.

ARTICLE XI EXCUSED ABSENCES

Section 1. Jury Duty Leave - *An employee may receive leave with pay when required to serve on a jury when the hours of such jury duty conflict with his/her work hours. Any compensation by the Court for such jury duty must be turned over to the Finance Director who shall deposit it in the City's payroll account. Any parking, mileage or meal expenses which have been paid by the employee shall be reimbursed by the City provided proper documentation for reimbursement is provided. An expense form should be submitted to the Finance Department within one (1) week after the expenses have been incurred.*

Section 2. Funeral of Fellow Employee - *If an employee attends the funeral of a fellow employee or serves as a pallbearer for a member of a fellow employee's family (as defined in paragraph H, Article XI) the City will permit him to be absent from work on a basic work day without loss of pay for whatever time may be necessary therefore, but not to exceed one (1) day. Up to six (6) employees serving as pallbearers for a fellow employee will be granted the entire day of the funeral off without loss of pay. A sufficient on duty workforce shall be maintained during the funeral of a fellow employee as determined by the City. The benefits of this Section shall not apply during vacation, sick leave or any other permitted absence.*

Section 3. Bereavement Leave - *In the case of death within the immediate family of a permanent employee such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service. This leave will not be charged against the employee's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred (400) mile radius, such employee shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.*

ARTICLE XII SICK LEAVE

Section 1. Sick Leave Accumulation - Sick leave may be accumulated without limitation.

a. Permanent Full time Employees Receipt of Sick Leave - All permanent full-time employees shall receive sick leave credit at the rate of eighteen (18) days for each calendar year employed by the City.

b. Permanent Part-Time Employees Receipt of Sick Leave - Permanent part-time employees shall accrue sick leave credit on a prorated basis.

c. Temporary Employees – Temporary, *intermittent, non-regular* employees are not eligible for sick leave benefits.

d. Work Requirement – An employee must be actually engaged in performing assigned duties or on authorized paid leave to accumulate sick leave.

Section 2. Uses of Sick Leave Credit – Sick leave shall be granted to an employee for the following:

a. Inability to Perform Job Duties - Inability to Perform duties because of personal sickness, injury, city job-related disability or exposure to contagious disease that could be transmitted to others on the job.

b. Medical Examinations and Treatment - Necessary medical, dental and optical examination and treatment, and counseling for the employee and immediate family."Immediate family" as used in this section means the employee's spouse, child, mother, father, or other relative or member of the immediate household permanently residing under the same roof. Sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by the department head.

c. Care for Immediate Family Member - Illness in the employee's immediate family if no one else is available to care for the individual involved.

d. Illness in Immediate Family/Exhaustion of Other Absence Options - Illness in the employee's immediate family requiring in-patient care when all of the employee's eligible accruals have been exhausted such as vacation, floating holiday, compensatory time, etc.

e. Birth or Adoption - Birth or adoption of a child by an employee, an employee's spouse or an employee's domestic partner. Generally, the employee

will be allowed up to two hundred forty (240) hours of sick leave for this purpose.

*f. **Funeral Leave*** - Attending the funeral of the employee's spouse, domestic partner, child, parent, step-parent, sibling, grandparent, grandchild, aunt or uncle, immediate in-laws, parents or step-parents, or member of the immediate household who has permanently resided under the same roof; or for providing pallbearer services (except for hire or as a public service) if the employee had such services verified and approved by the department head before the scheduled funeral. Note: Travel time for pallbearer activities shall not be granted from sick leave accruals. Generally, the employee will be allowed up to twenty-four (24) hours of sick leave per funeral. Determination of eligibility for sick leave use to attend a funeral shall be made by the department head or duly authorized supervisor, exercising reasonable discretion.*

*g. **Extreme sudden threats to Family Health and Welfare*** - Extreme, extenuating circumstances which threaten the health or welfare of the immediate family such as: household fire or automobile accident. Sick leave may not be used for transportation problems, home repairs, babysitting problems, or similar reasons. Determination of eligibility for sick leave use shall be made by the department head or duly authorized supervisor, exercising reasonable discretion. Additional time, if needed and approved, may be allowed from eligible accruals, or pursuant to leave of absence without pay provisions if all eligible accruals are exhausted.

*Section 3. **When Sick Leave Begins to Accrue*** - Sick leave shall accrue from the date of appointment, but may not be used until after successful completion of the first thirty (30) days of permanent employment. If an employee utilizes sick leave during the first six (6) months of employment, and leaves city service within that six (6) months, the employee's final pay will be reduced by the number of sick leave days utilized, provided final pay does not fall below minimum wage rate for hours worked.

*Section 4. **Advances of Sick Leave*** - The Water and Light Director may request that an employee be given an advance of sick leave not to exceed twenty (20) working days per calendar year, provided such employee has been a satisfactory employee of the Department for a period of at least one (1) year. Requests shall be in writing and shall offer adequate justification for the request. The advancement shall be authorized by the City Manager provided the employee has exhausted all eligible leave accruals and there is a reasonable chance that the employee will be able to offset the advance by future unused accruals of sick, vacation, and other authorized leaves as soon as possible.

*Section 5. **No Reimbursement for Accrued Sick Leave*** - On separation from the city's service, an employee shall not be entitled to receive reimbursement for accrued sick leave, except under the provisions of the post employment health plan.

Section 6. Temporary to Permanent Position and Sick Leave - A temporary employee who is subsequently retained in a permanent position shall accrue sick leave from the date of appointment to the permanent position.

Section 7. Deduction for Advanced Sick Leave - Any employee who is indebted to the city for sick leave advanced but not accrued at the time of his separation shall, whenever possible, have his final pay deducted sufficiently to offset the indebtedness, provided final pay does not fall below minimum wage rate for hours worked.

Section 8. Permission Required for Sick Leave - Sick leave may be used only with the permission of the employee's duly authorized supervisor. This provision shall apply to all other sections of this plan.

Section 9. Notice of Inability to Work - Employees shall notify their supervisor that they will be unable to work before their normal work day begins, pursuant to specific departmental rules concerning deadlines for such notification.

Section 10. Extending Sick Leave - Use of sick leave shall be extended by the city for proper cause and concern for the employee's future welfare as a city employee; and it is not an inherent right of the employee to be absent from work. As such, identifiable misuse of sick leave shall be just cause for not extending this benefit and abuse shall be just cause for dismissal.

Section 11. Vacation Leave Donations and Vacation/Sick Leave Pool - Employees under certain circumstances may donate accrued, unused vacation time to another employee and unused hours shall go into a vacation/sick-leave pool for distribution to eligible employees. (See Article XV, Section 7).

Section 12. No Sick Leave for Injuries Incurred at Another Employer - Individuals injured in the course of employment with another employer shall not be eligible for use of sick leave accruals for the purpose of recovering from such situations. Employees involved in such circumstances may be eligible for leave of absence provisions of these rules and regulations.

Section 13. No Sick Leave for Employees Working Elsewhere - Except as may be provided in departmental rules and upon the approval of the city manager, employees who claim sick leave and are concurrently gainfully employed, self-employed or otherwise, shall not be eligible for sick leave; and if they are to remain employed, must request, and have approved, a leave of absence without pay (provided that they have exhausted all eligible accruals).

Section 14. Sick Leave Buy Back - Employees shall be eligible for sick leave buy back using the following procedures:

a. **Eligibility** - A permanent employee who, at the end of a fiscal year, has accumulated unused sick leave equal to or in excess of the regular hours the employee normally works in a twenty-six week period (for example, one thousand forty (1,040) hours for an employee on a forty-hour workweek) shall be eligible to participate in the city's sick leave buy back program for the following fiscal year. To be eligible a person must still be employed by the city on the first day of the new fiscal year.

b. **Buy back provisions** - The city, upon the written request of an eligible employee, shall buy back up to one hundred (100) percent of the total unused sick leave accumulated by the employee during the preceding fiscal year which is in excess of the minimum required for eligibility. For each hour of sick leave bought back by the city, the employee shall receive seventy-five percent (75%) of his hourly rate of pay in effect at the time that the sick leave buy back check is written or, in the case of a former employee, the former employee's final rate of pay. The employee's total accumulated sick leave time will be reduced by the number of hours of sick leave sold back to the city.*

c. **Procedure** - The deadline for eligible employees to make written requests for sick leave buy back is November 15 of each year, unless extended by the city manager. Employees shall be given at least four (4) weeks' notice of the deadline and the proper procedure for requesting sick leave buy back. For good cause, the city manager may allow an employee to make a late request for sick leave buy back.

d. **Major illness** - An employee who has participated in this program and who subsequently uses all of the employee's accumulated sick leave may be granted, at the employee's request, additional leave at one-half ($\frac{1}{2}$) of the employee's normal rate of pay, up to the number of hours sold back to the city between October 1, 1988 and September 30, 2000, and at three-fourths ($\frac{3}{4}$) of the employee's normal rate of pay on the number of hours sold back to the city between October 1, 2000 and September 30, 2009 and at one-half ($\frac{1}{2}$) of the employee's normal rate of pay on the number of hours sold back to the city after October 1, 2009.

(Policy Section 19-130 a-p with section headings)

ARTICLE XIII PREGNANCY/DISABILITY LEAVE

Section 1. Pregnancy Disability Treated As Temporary Disability - Disabilities caused or contributed to by pregnancy, miscarriage, abortion, and recovery thereof are, for all job-related purposes, temporary disabilities and shall be treated as such under applicable provisions of these rules. Accrued leaves may be granted for preparation for or recovery from such situations. In addition a woman anticipating

maternity may be entitled to a leave of absence.

Section 2. Notice and Rules for Pregnancy Disability Leave - All employees requesting such leave shall notify the department head significantly in advance of the anticipated date of delivery, and employees may remain on the job as long as health permits. Employees granted such leave shall present a doctor's statement concerning status of the pregnancy, limitations imposed by the individual case, and recovery thereof. Any employee who does not report back to work by the expiration date as set forth in the leave of absence notice, or does not receive an approved extension or who accepts other employment while on leave from the city, or who withdraws retirement savings, will be considered to have terminated employment with the city. Disposition of all requests for leaves of absence and extension thereof shall be in writing and processed through the department head.

Section 3. Leave of Absence Without Pay/Sick Leave - While a leave of absence without pay may be granted for a pre-determined time to allow for prenatal necessities and post-natal child care, sick leave shall be granted only for such time as the woman is determined medically unable to complete the duties of her position by the employee's physician.

Section 4. Section Subject to Legislation and Court Decisions - The provisions of this section shall be subject to and adjusted in conformity with subsequent legislation and court ruling.

(Policy Section 19-128 with section headings)

ARTICLE XIV LEAVES OF ABSENCE

Section 1. Military leave; temporary training periods

a. Protection of Position After Military Service - Any employee enlisting or inducted into the Armed Forces of the United States or who as a member of a Reserve or National Guard Unit is obligated to perform military service in excess of one hundred eighty (180) days in the Armed Forces and who satisfactorily completes such service and makes application for reemployment within ninety (90) days of release from active duty shall be returned to city employment. Obligated military service of thirty-one (31) days or less requires a service member to return to work the next scheduled work day with allowances for safe travel time and eight (8) hours rest. Periods of service of thirty-one (31) to one hundred eighty (180) days duration require the employee to notify the city of intent to return to a position of employment within fourteen (14) days of release from duty. The employee shall be entitled to the same pay, status and seniority the employee would have had if the employee continued employment, except that the employee shall not accrue vacation, holiday or sick leaves during the period the employee is absent from city employment. The employee shall not be eligible for automatic reinstatement under this section if the employee reenlists in other

than a Reserve component of the Armed Forces after exceeding five (5) years of cumulative qualifying service.

b. Compensation While in the Service - Any employee who is a member of a military reserve or National Guard unit shall be entitled to leave without loss of time, pay or regular leave or any other benefits for all periods of military services in the service of the state at the call of the governor and as ordered by the adjutant general without regard to length of time, and for military services in the service of the United States for a period not to exceed a total of one hundred twenty (120) work hours in any federal fiscal year. Employees shall be entitled to full compensation [based on an hourly daily rate of eight (8) hours, not exceeding forty (40) hours in a week; and in any instance excluding overtime) for what would otherwise be normally assigned work hours during one hundred twenty (120) work hours of military assignment. The minimum time period charged to military leave shall be one (1) hour increments. All employees must present orders to their supervisors in order to obtain paid leave.

c. Leave without Pay- Any employee who is a member of a military reserve or National Guard unit who receives training in excess of one hundred twenty (120) work hours, and not at the call of the governor and in the service of the state as set out above shall be entitled to leave without pay for the duration of the training. An employee entitled to leave without pay shall not accrue any leaves while receiving military leave without pay, but shall not lose any previously accrued leaves and shall return to the same position if still in existence if leave is for less than ninety-one (91) days or another position similar in pay, seniority and status if leave exceeds ninety (90) days. While on military leave without pay for thirty-one (31) days or more, the employee shall not be covered by the city's medical benefits and may only continue family medical benefits by paying the appropriate premiums.

(Policy Section 19-127 with section headings)

Section 2. Leave of absence without pay

a. Leave of Absence Defined - A leave of absence without pay is a predetermined amount of time off from work, which has been requested by the employee, recommended by the employee's department head and approved by the director. Such leave shall not extend beyond six (6) months, but may be extended with the written approval of the department head. An employee must use all accumulated eligible leave accruals before beginning a leave of absence.

b. Leaves of Absence a Privilege - The fact that such a leave is possible does not mean that the requested leave must be granted. A leave of absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly perform its services. Leaves of absence without pay, except in the case of disciplinary leaves, should be considered as a

privilege, and the best interests of city service must be the determining factors in whether such leaves are granted or not.

*c. **Return to Position Not Guaranteed*** - When an employee is granted a leave of absence without pay, the department head makes a commitment to allow the employee to return to work at the end of the leave to a position for which the employee is fully qualified at the prevailing salary for the position, provided there is a vacancy. If no vacancy exists in the department, the individual may be placed on eligibility rosters pursuant to the person's qualifications and as approved by the director.

*d. **If Position Eliminated*** - If an employee's position is officially eliminated or reclassified while the employee is on such leave, the employee shall relinquish any claim to the position.

*e. **Commitment to Return to Work*** - When granted a leave of absence without pay, the employee makes a commitment to return to work at the end of the leave. Failure to contact the department head at the end of the leave shall be grounds for considering the matter as a resignation.

*f. **Consequences of Leave on Pay and Benefits*** - During the leave of absence without pay, the employee:

- (i) Does not receive pay from the city;
- (ii) Does not accrue any leave;
- (iii) Cannot pay retirement contributions if the leave exceeds one (1) month in duration;
- (iv) Must pay total group hospitalization and life insurance premiums falling due during any month the employee is not on the payroll;
- (v) Shall not receive any other benefits during the period of the absence;
- (vi) Shall, upon return to active duty, carry over accrued and unused sick leave earned prior to commencement of the leave without pay.

(Policy Section 19-122 with section headings)

Section 3. Leave of Absence for Union Business - Any employee who may be called upon to transact business for the Union requiring his temporary absence from duty with the City shall, upon twenty-four (24) hours notice and permission from the City, be allowed to absent himself from duty without pay, but without the loss of any length of service rights, for sufficient time to transact such business.

An employee who may be elected or appointed to an office in the Union, not to exceed one (1) term, or three (3) years, whichever is less, which election or appointment requires his absence from duty with the City, shall be granted a leave of absence and shall, upon termination of his union duties, be reinstated to his former position, including all length of service rights, providing that he is then physically qualified to return to work.

Section 4. Occupational Injury Leave

- a. Injury at Work/Workers' Compensation** - An employee injured while performing assigned duties shall be entitled to the provisions of the worker's compensation act.
- b. Receipt of Pay After Injury** - An employee injured on the job who draws pay in accordance with the worker's compensation act shall have related absence charged against appropriate paid leave (vacation, sick, floating holidays, etc.) on a prorated basis to offset the difference in pay between the worker's compensation payment and city pay. (See on-the-job injury procedures in the administrative rules.)
- c. Cap on Pay While on Occupational Injury** - No employee on occupational injury leave shall receive a combination of worker's compensation and paid leave in excess of regular full pay.
- d. Length of Leave Considerations** - Length of authorized occupational injury leave shall be determined on an individual case basis by the department head and the director, in consideration of staffing needs of the department, extent and degree of impairment, employee's eligibility for disability retirement and similar factors.
- e. Leave Without Pay Option** - Individuals may be eligible for leave of absence without pay provisions upon the recommendation of the department head upon expiration of paid leaves.

(Policy Section 19-123 with section headings)

Section 5. Extended Medical/Disability Leave - *Extended medical and disability leave shall be for a period of two (2) years provided the employee has five (5) years or more City Service, and one (1) year if the employee has less than five (5) years of City Service. Such leave to be effective after the employee has exhausted all sick leave and vacation benefits.*

ARTICLE XV VACATIONS

Section 1. Length of Service and Vacation Accrual

Water and Light Department Employees		
Length of Service (Years)	Annual Accrual (days)	Maximum Accrual (days)
0—5	10	20
5—10	12.5	25
10—15	15	30
15—20	17.5	35
20-25	20	40
25+	25 (5 additional days for each 5 years of work)	45 (5 additional days for each 5 years of work)

Section 2. Vacation Time/Additional Pay - Water and Light Department employees shall take all of their vacation time, except that at the discretion of the Division Manager in which an employee works may (on an individual and year-to-year basis) decide when in the best interest of the operations, whether to give time off or additional pay. This provision does not allow vacation pay-out for the purpose of enhancing the employee's highest average salary prior to retirement.

Section 3. When Vacation Accrual Begin and Use Ends - All employees shall accrue vacation leave from the date of hire into a permanent position and shall be eligible to use vacation leave after six (6) months of employment. Permanent part-time employees shall accrue leave on a prorated basis.

Section 4. Compensation for Lost Vacation Time - Any vacation leave denied by a Division Manager which causes an employee to lose vacation time shall be paid at the employee's current rate of pay unless the employee consents to an alternative vacation schedule that will compensate for the threatened loss of vacation time.

Section 5. Lengths of Vacations and Scheduling - Vacation leave shall ordinarily be taken in at+ least one-week periods, but shorter periods may be permitted by the department head for special reasons deemed adequate to justify a variance. Vacations will, as far as possible, be scheduled at a time desired by the employee, based on total seniority with the city; but the final right of allotment rests with the department head to ensure continuity of service.

Section 6. Temporary, Non-Regular, Intermittent Employees and Vacation -Temporary, non-regular, intermittent employees shall not be eligible for compensated vacation leave. A temporary, non-regular, intermittent employee who is subsequently appointed to a permanent position shall accrue vacation leave from the original date of appointment to the permanent position.

Section 7. Intra-unit Employee Accrued Vacation Donations - An employee may donate accrued vacation leave to another employee with the prior approval of the Water and Light Department Director, provided that the employee receiving the donation is unable to work because of a Family and Medical Leave Act qualifying condition and

has exhausted all eligible accrued leaves. Each hour of donated leave shall be considered an hour of leave the employee receiving the donation has accrued and shall be accounted to the employee receiving the donation at that employee's rate of pay. Unused donated hours will be maintained in a pool to be distributed to eligible employees according to procedures established by the Water and Light Department Director. Employees may also donate accrued vacation leave to the pool in lieu of losing vacation time under the maximum accrual restrictions. (See Article XII, Section 11).

(Policy Section 19-129 with section headings)

ARTICLE XVI MEAL ALLOWANCE – JOB SITE MEAL COMPENSATION

Section 1. Normal Shift Meal Allowance - Budgeted full-time permanent employees who normally work eight (8) hours per day with a half-hour lunch break and are normally assigned to consume lunch in the field shall be allowed a job site meal compensation of twenty cents (\$0.20) per hour in addition to their regular pay. *When employees are working overtime hours (more than eight (8) hours in a day), they will be allowed a job site meal allowance of thirty cents (\$.30) per hour in addition to their overtime pay.*

Section 2. Non-Field Employees - Eligible employees whose job does not normally require them to eat lunch in the field (but are assigned to do so fewer than ninety (90) days per year) shall be reimbursed two dollars twenty-five cents (\$2.25) for each day so assigned.

Section 3. Overtime Meal Allowance - *Except as otherwise indicated, an employee shall be allowed a maximum reimbursement of ten dollars (\$10.00) for a meal after having worked a continuous two (2) hours in excess of the employee's regular shift of at least eight (8) hours before or after the regular shift. An additional maximum meal reimbursement of ten dollars (\$10.00) will be allowed for every five (5) consecutive hours worked thereafter. Time for the meal shall not exceed thirty (30) minutes and will be counted as working time. Employees on continuous sixteen or twenty-four-hour shift assignments shall be exempt from this provision... Employees who work overtime, whether scheduled or callout, shall be entitled to a meal allowance after five (5) continuous hours of work and every five (5) hours thereafter and, if unable to stop for a meal while working overtime, the meal allowance for that meal will be carried over to the next time the employee is due a meal. On holidays or on a scheduled day off, if an employee is called into work, the employee will be entitled to a meal allowance at the overtime rate for the position to which the employee is assigned.*

(Policy Section 19-100 as modified)

ARTICLE XVII GENERAL PROVISIONS

Section 1. Supervisors and Bargaining Unit Work - Supervisory personnel will not perform bargaining unit work except in emergencies to protect life or property or when failure to perform such work would result in the disruption of service or to train bargaining unit employees.

Section 2. Inclement Weather - The City will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or to restore service to the public. The City and Union agree that the University of Missouri Sanborn Field Site in Columbia, Missouri will be the source both rely on for the temperature and wind velocity. The Department Superintendent will be responsible for determining whether or not weather conditions will interfere with regular work and to see that employees are not subjected to severe personal discomfort.

During periods when employees are not required to perform outside work because of inclement weather, they will perform related work or attend safety, training, or other similar meetings.

Inclement weather shall be defined as follows:

- a. When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in employees getting wet.*
- b. When the ambient air temperature is less than eighteen degrees (18°).*
- c. When the temperature is above eighteen degrees (18°) Fahrenheit and the wind chill is at or below zero degrees (0°) Fahrenheit.*
- d. When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.*

In situations where employees are working in different localities, performing substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the employees will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to restore service to the public. It is understood that the foreman and the employees will cooperate in the application of the above general principle. If employees are required to work in the inclement conditions to protect life or property or to restore service to the public, they will be paid at the double time rate for their classification.

Section 3. Tools and personal protective equipment.

- a. Tools** - Department heads may at their discretion (provided funds are budgeted for this purpose) establish departmental policies providing and/or

replacing professional tools of a trade used specifically for city operations, depending on the need of the operations in the best interest of efficient, effective work.

b. Personal protective gear - Department heads may at their discretion require that employees wear safety boots and glasses which meet departmental safety standards (as defined by the department head and coordinated with the director). When additional protective footwear is required of current employees, the department head may aid in securing appropriate and approved safety boots or shoes by reimbursing the employee for the safety-portion cost of the footwear up to a maximum of seventy-five dollars (\$75.00) per individual per year. Department heads may likewise establish policies concerning needed eye protection, and allowing up to a maximum of *one hundred dollars (\$100.00)* per person per year for safety glasses (plainos, tinted, peripheral protection, or safety prescription lenses). The city will allow eligible employees to have a four-year accumulation of the safety shoe allowance.

c. Reimbursement for personal protective equipment - Reimbursement for personal protective equipment shall be contingent upon appropriate budgetary allocations; and once current employees are equipped as needed, department heads may elect to require such equipment as a condition of employment depending on the needs of their respective operations.

(Policy Section 19-104 as modified with section headings)

Section 4. Voting Time – Any employee eligible and registered to vote in any election within the state, or any primary election held in preparation for such election shall, on the day of such election, be entitled to leave from duty (if on duty) which would allow three consecutive (3) hours of voting time between the time of opening and the time of closing the polls. This section shall not apply to a voter on the day of election if there are three (3) successive hours, while the polls are open, in which he/she is not on duty. The duly authorized supervisor may specify any three (3) hours between the time of opening and closing of the polls during which an employee may be granted voting leave. Employees are required to show current eligible voter registration cards to the Water and Light Department Superintendent or his designee prior to release for voting purposes, and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

(Policy Section 19-132 as modified with some deletions with section headings)

Section 5. Safe Working Conditions

a. Monthly Safety Meetings - *Monthly safety meetings will be held among*

the employees by work groups for the purpose of instruction in safe practices.

b. Annual Safety Allowance - *The City shall provide an annual safety shoe allowance of one hundred and fifty dollars (\$150.00) for all Departmental employees that require such safety shoes. The allowance will be provided when shoes are replaced and are presented as evidence. Employees shall be responsible for procuring and maintaining appropriate footwear. The City will furnish adequate protective equipment for employees when working on live lines or exposed to contact with live electrical equipment, and all other safety equipment reasonably necessary for the protection of employee, and the Union agrees that the employees will make full use thereof. The City shall also set a regularly scheduled inspection and testing for all rubber goods and safety equipment in accordance with accepted rules as provided by the National Safety Council.*

c. Replacement of Unsafe Equipment - *Equipment deemed by the Safety Steering Committee to be unsafe shall be replaced or removed from service until repaired. If a dispute arises on the safe condition of a piece of equipment, the question shall be referred to the Power & Light Department Superintendent for final disposition.*

d. Safety Glasses - *For employees who are required to wear safety glasses on a regular basis, the City shall continue its existing program of reimbursing employees for qualified prescription safety glasses in an amount equal to the cost of such glasses, not to exceed one hundred dollars (\$100.00 annually. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the annual cap.*

e. Following Safety Rules - *The employees and the City at all times agree to observe the safety rules and regulations and any other safety requirements of the Department and to adhere to instruction regarding the safe performance of work.*

f. Copies of Employee Accident Reports to Union - *A copy of each Employee Accident Report shall be made available to the Union upon request.*

Section 6. Union Representation - *The Union Business Manager will select two designated representatives as Stewards – one from the Transmission and Distribution Division and one from the Water Production and Transmission Division to represent the Union at Steps 1 and 2 of the grievance procedure. One or both of these representatives, depending on the issue, will be permitted to be absent from work on a basic work day without loss of pay for the time necessarily consumed in meetings with authorized representatives of the City in connection with Step 1 and Step 2 of the grievance procedure and for the purpose of attending meetings of the Safety Steering Committee, and for time necessarily consumed in traveling to and from such meetings.*

Those employees designated by the Union Business Manager as members of the Union negotiating committee shall be permitted to be absent from work without loss of

pay to attend negotiating sessions for this Memorandum of Agreement when such meetings are held on City premises.

Section 7. Paydays and Pay Periods - Employees in the bargaining unit shall be paid biweekly on Friday for all hours worked during the biweekly pay period ending the previous Saturday 12:00 Midnight. In the event a holiday falls on the basic payday, payment shall be made the preceding work day.

Section 8. Reporting for Work - All employees, when working their regular shift, shall report for work and quit at the end of such days work at their respective designated reporting location.

Section 9. Rest Breaks - Employees (excluding those who work a straight eight (8) hour shift with no lunch break) will be allowed not to exceed two (2) fifteen (15) minute rest breaks per normal working day.

Section 10. Clean Up Time - At the end of the work day Water and Light Department employees shall be allowed twenty (20) minutes for cleaning up prior to clocking out.

Section 11. Payment of Shift Differential - For employees whose shift is temporarily changed, the shift differential will apply to hours outside the normal day shift hours.

Section 12. Rest Period Following Emergency Call-Out - Employees working in classifications which require one (1) normal shift who are scheduled for overtime or called out for emergency duty within the eight (8) hour period prior to their regular shift shall be entitled to a rest period equal to the number of hours of scheduled overtime or emergency duty worked at no loss of pay, at the beginning of such regular shift. Provided that if the employee performs such work only during six (6) hours preceding his regular shift and works into his regular shift, he will be granted equal time off with no loss of pay immediately prior to the end of his regular shift.

Employees who are required to work sixteen (16) consecutive hours shall be entitled to a rest period of eight (8) hours and shall receive pay for such eight (8) hour period at their applicable straight time rate. Employees shall not be required to work more than sixteen (16) consecutive hours.

Employees working in classifications which normally require multiple shifts who work overtime within the eight (8) hour period prior to their regular shift, shall receive one (1) hour's pay at the applicable straight time rate for each hour worked within the eight (8) hour period prior to their regular shift in lieu of a rest period.

Section 13. Light Duty Work

a. **Light Duty Work and Rate of Pay** - An employee who has been injured on duty but has been released by the City physician to perform light duty work shall be given light duty work as determined by the City at his regular rate of pay. Should the employee contend that he is not able to perform the offered light duty assignment, he will have to support this assertion with a medical opinion. In the event the City's physician and employee's physician cannot agree on the employee's condition relative to the light duty assignment, both will provide the City and Union with the name of a third physician on which they can agree to make the final decision. The decision and opinion of the third physician will be binding on both the Union and the City.

b. **Sick Leave Benefits and Light Duty Status** - When sick leave benefits are exhausted by a regular employee who has sustained an off the job injury, said employee may request to return to light duty status. If the employee has exhausted all sick leave benefits, he/she may charge such hours when they otherwise would have been at work to accrued vacation or be off without pay.

c. **Request for Light Duty and Employer Access to Medical Records** - Upon request by an employee to return to work on light duty, the City shall request from the employee a release permitting it to access copies of the employee's medical records limited to the particular injury and/or illness occasioning the request for a light duty assignment and shall forward the records along with descriptions of available light duty assignments to the City physician. The City physician shall determine if the employee is capable of performing the light duty work. If the City physician determines that the employee is not capable of performing, the employee shall not be returned to work under this provision. Should the employee contend that he is able to perform the offered light duty assignment, he will have to support this assertion with a medical opinion. In the event the City's physician and employee's physician cannot agree on the employee's condition relative to the light duty assignment, both will agree on a third physician to make the final decision.

d. **Light Duty and Release to Regular Duty** - The employee will continue performing the light duty assignment until such time that he receives a release from the City physician to perform regular duties or the City physician determines that the employee has a permanent disability.

e. **Joint Cooperation for Employee Job Opportunities** - The City, the employee and the Union shall cooperate with each other for the purpose of ensuring maximum work opportunities to employees who suffer injuries on or off of the job.

Section 14. CD License Reimbursement - The City shall continue to reimburse employees required to have a Commercial Drivers License for the cost of the License.

Section 15. Uniforms –

a. Uniform Allowance- An employee required to wear standard dark blue denim jeans on the job shall be reimbursed for the cost of up to eight (8) pairs of jeans per year with a maximum reimbursement amount of thirty-five dollars (\$35.00) per pair. Department heads may allot a different number of jeans for certain jobs. In order to be reimbursed, an employee must present a receipt which shows the cost of the jeans and states that they are blue denim. Additionally, if jeans are purchased through a city approved contract (as established by the city's purchasing division), jean purchases may be made in accordance with department head established procedures. *In addition the City shall furnish Department employees up to ten (10) shirts per year or reimburse employees for said shirts with a maximum reimbursement amount of _____ dollars (\$__.00) per pair*

b. Winter Outerwear Reimbursement - Employees represented by the Union whose job duties require them to work outdoors or in unheated areas in the winter shall be reimbursed for the cost of winter outerwear up to a maximum of fifty dollars (\$50.00) per fiscal year. Unused winter clothing allowance may be carried over to subsequent fiscal years with a maximum accrual of one hundred dollars (\$100.00). Department or division heads may allot extra amounts for winter clothing for certain positions.

(Policy Section 19-107with modifications and section headings)

Section 16. Disciplinary Suspensions - *Suspensions shall not be implemented until the conclusion of the 3rd Step of the grievance procedure. If a day's suspension is assessed to an employee assigned to a ten-hour shift, such suspension shall be served as eight (8) hours equals one (1) work day.*

ARTICLE XVIII INSURANCE AND BENEFITS

Section 1. Insurance and Benefits - *The City shall offer all employees of the bargaining unit the same employee health care plan, life insurance, retirement through Missouri Local Government Retirement System (LAGERS), deferred compensation, money purchase plans, and post employment health plans on the same terms and conditions as they are available to other employees of the City.*

Section 2. Additional Coverage - *Employees of the bargaining unit shall have the option of obtaining any additional coverage available under any such program upon the payment of an additional premium through payroll deduction.*

ARTICLE XIX WORKERS' COMPENSATION

Section 1. Workers Compensation - The parties acknowledge that the City's Workers' Compensation program operated in compliance with the Workers' Compensation Act applies to all employees covered under this Agreement.

ARTICLE XX CREDIT UNION - U.S. SAVINGS BONDS

Section 1. Credit Union – U.S. Savings Bonds - The City agrees to make payroll deductions payable to the City of Columbia Employees' Credit Union, the Missouri Central Credit Union, or for the purchase of U.S. Savings Bonds upon written instructions from the employee.

ARTICLE XXI RETIREMENT

Section 1. LAGERS - All employees covered herein are members of the Local Government Employees Retirement System, "LAGERS," as set out in the Revised Missouri Statutes subject to all provisions thereof and entitled to all benefits included therein, with one hundred percent (100%) prior service credit for each member beginning with the date of his employment with the City.

ARTICLE XXII CONTRACTING WORK

Section 1. Contracting Work - The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, repair or extension of the Water and Light Department's electric transmission and distribution system and water production and transmission system. The City agrees, however, that it will not contract any Water and Light Department work which is customarily done by bargaining unit employees if as a result thereof it would be necessary to lay off any such employee.

ARTICLE XXIII GRIEVANCE PROCEDURE

Section 1. Purpose and Process - The purpose of this Article is to (a) provide the opportunity for discussion of any request or complaint during the effective dates of the Agreement and (b) to establish procedures for the processing and settlement of grievances.

Section 2. Definitions of a Grievance - A grievance is any of the following:

- a. A complaint regarding working conditions during the effective dates of the Agreement,
- b. The alleged unjust application of the City's Personnel Policies, Procedures, Rules and Regulations, or
- c. The alleged unjust application or interpretation of the terms of this

Agreement.

Section 3. No Strikes/No Lockouts - *There shall be no strike, lockout, work stoppage, slowdown or other interruption or impeding of normal operation on account of any grievance.*

Section 4. Grievance Procedure - *Grievances shall be processed to settlement, withdrawal or arbitration in the following manner:*

Step 1. *Any employee having a grievance should first discuss it with his Union Steward. If the grievance cannot be resolved, the employee and the Union Steward will discuss it thoroughly with the Superintendent of the employee's particular Division or his designee for responding to employee grievances. The employee and the Union Steward must request such discussion with the Division Superintendent within ten work (10) days of the date that the action complained of was known, or reasonably should have been known, to the employee. The Division Superintendent will engage in the discussion with the employee and Union Steward as soon as possible but at least no more than five (5) work days after their presenting the Superintendent with the grievance. The Union Steward and the Division Superintendent shall make every effort to settle the grievance at this level*

Step 2. *If a satisfactory settlement of the grievance cannot be reached, or if an-answer is not given by the Division Superintendent by the end of three (3) work days from the date the discussion occurred or should have occurred, the grievance shall be put into writing by the aggrieved employee, and dated and signed by him, for submission to the Division Manager of the Division in which the grievant is employed.. The employee and the Union Steward must submit the written grievance to the Division Manager within ten (10) work days of the date that the Division Superintendent answered or should have answered the grievance. The Division Director or his designee shall engage in the discussion with the employee and Union Steward as soon as possible but at least no more than five (5) work days after presenting the Superintendent with the grievance. The Union Steward and the Division Manager shall make every effort to settle the grievance at this level*

Step 3. *If a satisfactory settlement of the grievance cannot be reached, or if a written answer is not given by the Division Manager by the end of three (3) work days from the date the discussion occurred or should have occurred, the written grievance may then be presented to the Water and Light Department Director. If the Union does go forward with the grievance, it must be presented to the Director within ten (10) work days of the date that the Division Manager answered or should have answered the written grievance. .The Water and Light Director and the Business Manager of the Union or their designated representatives shall meet and ~~to~~ engage in a thorough discussion of the grievance within five (5) calendar days from the Director's receipt of the written*

grievance and request for such discussion. The Business Manager of the Union and the Water and Light Director or their designated representatives shall make every effort to settle the grievance at this level. In the absence of a settlement, the Water and Light Director shall give the answer for the City's Water and Light Department within five (5) work days from the date of the Step 3 meeting.

Step 4. *If the grievance is not satisfactorily resolved at Step 3, it may, by mutual agreement only, be submitted for mediation within ten (10) work days after receipt of the Step 3 answer. The parties shall jointly submit a written request to the Federal Mediator and Conciliation Service ("FMCS") requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.*

Proceedings before the mediator shall be informal and the mediator will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Association and the Employer from entering into any settlement that would not set a precedent for other grievances.

Step 5. *If the Union and City have not been able to resolve a grievance in Step 3 of the grievance procedure and do not agree to mediation or the mediation process in Step 4 does not achieve a settlement, the Union may request that the grievance be arbitrated, as set in Article XXIV of this Agreement.*

Section 5 – Effect of Missing Time Limitations – *Where the Union misses a time limitation for submitting a grievance or moving it to the next step, absent compelling justifications for its non-compliance, the grievance will be considered to have been withdrawn from the grievance-arbitration process. Where the City has failed to meet with the Union as a step of the grievance procedure or to provide its answer to a grievance at a particular step of the grievance procedure, the Union may move the grievance to the next step of the grievance procedure within ten (10) work days from the time that an answer was to have provided at that step of the procedure.*

Section 6 – Extending Time Limitations – *By mutual agreement only, the parties may extend the time limits at each step of the grievance-arbitration procedure.*

ARTICLE XXIV ARBITRATION

Section 1. Notice to Arbitrate - *Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within twenty (20) calendar days following the decision in Step 3 or the day in which the parties were not able to achieve settlement through mediation in Step 4 of Article XXIII above. The notice shall set forth the place, date, time and nature of the occurrence upon which the*

grievance is based, and shall set out any particular portions of this Memorandum of Agreement or the Personnel Policies and Procedures Manual, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate or notice to submit the matter to the City Personnel Board pursuant to the City's Personnel Policies and Procedure Manual is not delivered within ten (10) calendar days, the grievance shall be deemed abandoned.

Section 2. Selection of Arbitrator - *Within fifteen (15) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from such list, with the party not seeking arbitration having the right to strike the first name, until one (1) name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. Alternatively, the parties may mutually agree to use an arbitrator whose name is not on the FMCS list.*

Section 3. Witnesses - *The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.*

Section 4. Joint Statement of Facts and Issues - *Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.*

Section 5. Arbitration Process Issues - *The decision of the arbitrator shall be subject to the following conditions:*

a. **Procedural Rules** - *The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.*

b. **Merits of Dispute** - *Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.*

c. **Arbitration Costs** - *The expenses and fees of arbitration shall be shared equally by the City and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs.*

d. **Witnesses** - *The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.*

e.. **Time for Making Decision and Award** - *The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension which will be communicated to the arbitrator.*

Section 6 - Authority of the Arbitrator - The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall have the power to determine the issue and defenses raised by the grievance and answers to it as submitted in writing up through Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy including the discretion to adjust discipline imposed. . A decision rendered consistent with the terms of this Agreement shall be final and binding.

**ARTICLE XXV EXPEDITED GRIEVANCE PROCEDURE AND
ARBITRATION FOR DISPUTES RELATING TO SELECTION FOR BID JOBS**

Section 1. Bidding Job Grievance and Procedure - Any grievance arising out of the City's decision to award a Bid Job to any individual shall be filed at Step 3 of the grievance procedure prescribed in Article XXIV, Section 3 within ten (10) days of the City's decision to award such Job. In the event that any grievance that arising out of the decision to award a Bid Job is not resolved in Step 3 of the grievance procedure, such matter may be submitted to expedited arbitration only as herein provided.

Section 2. Expedited Arbitration - To invoke expedited arbitration, the Union must serve written notice of the Union's intention to arbitrate upon the City within five (5) working days of the City's Step 3 grievance decision. Time limits concerning expedited arbitration may be changed or modified in a particular case by the express mutual agreement of the parties.

Section 3. Arbitration Panel - The City and Union shall attempt to have drawn up and ready for selection, a list of mutually acceptable arbitrators who may be contacted directly for an expedited arbitration. Should this not have been done, or should no arbitrator on the list be available, and should the parties within seventy-two (72) hours be unable to agree upon an arbitrator, they shall immediately contact the office of the Federal Mediation and Conciliation Service by email to request a panel of seven (7) arbitrators. The parties shall select an arbitrator from this list by alternate striking within five (5) days. The parties shall contact the arbitrator selected within three (3) days. If the arbitrator selected cannot hear the matter within thirty (30) days, the last struck arbitrator will be contacted.

Section 4. Expedited Arbitration Hearing - The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than thirty (30) days after receipt of said notice. Any briefs shall be filed or arguments shall be made by the parties at the hearing and the decision of the arbitrator shall issue forthwith and in no event later than forty-eight (48) hours after the conclusion of the hearing. The arbitrator's written opinion will follow within thirty (30) days. The arbitrator's decision shall be subject to the provisions of Article XXIV, Section 4.

Section 5. Place for Hearing -The arbitration proceedings shall be held at one of the City's facilities or such other place as designated by the arbitrator or agreed upon by the parties.

ARTICLE XXVI GENDER – NUMBER TENSE

Section 1. Gender and Number Tense - When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

ARTICLE XXVII EMPLOYEE COMPENSATION

Section 1. Employee Compensation - Water and Light Department employees covered by the provisions of this Agreement shall be paid in accordance with the hourly rates set forth in Exhibit "A" attached hereto and made a part hereof. The hourly rates set forth in Exhibit "A" are for the normally assigned working hours of employees and do not include overtime pay, shift differential or other added compensation provided for in this Agreement.

ARTICLE XXVIII SHIFT DIFFERENTIAL

Section 1. Shift Differential - All overtime eligible Water and Light Department employees assigned to second, third, split shift or rotating relief shifts shall be paid a shift differential of five percent (5%) or sixty-five cents (\$0.65) per hour whichever is greater. Employees regularly scheduled to work three (3) or more different shift schedules each pay period shall be paid the shift differential for all shifts.

Section 2. Absences - All classified employees regularly scheduled for second, third, split or rotating relief shift work will receive shift differential for all authorized paid absences including payment for unused accruals.

Section 3. Afternoon and Midnight Shifts - Shift work generally starting on or after 2:00 p.m. but before 10:00 p.m. is considered second or "afternoon" shift. Work assignments generally starting on or after 10:00 p.m. but before 6:00 a.m. are considered third or "midnight" shift.

Section 4. Overtime - Employees eligible for shift differential who work overtime over the course of the pay period shall receive overtime pay based on salary plus shift differential times one and one-half (1.5).

Section 5. Temporary employees - Temporary employees are eligible for shift differential pay.

Section 6. Ineligible Employees - Employees not normally eligible for shift differential who work overtime into another shift shall not receive shift differential in addition to normal overtime remuneration.

ARTICLE XXIX STANDBY/ON CALL PROVISIONS

Section 1. Standby Roster and Notice - A department head or duly authorized supervisor shall prepare a roster of employees assigned to standby duty. Employees shall receive, insofar as possible, a month's notice, and assignments shall be posted on accessible bulletin boards.

Section 2. Work Readiness on Standby - All personnel assigned to standby shall be instructed that they must be easily reached, capable, sober and ready to work at any time during their standby period. This condition shall be a mandatory part of the assignment.

Section 3. Safety on Standby - No employee on standby duty is expected to attempt any procedure which the employee considers unsafe within requirements of the operation. If additional help is required to perform a job, the employee shall follow specified department procedures. Safety equipment and procedures shall be used as during regular working hours.

Section 4. Eligibility for and Duration of Standby - Standby duty normally shall be one (1) week in duration, rotated among qualified employees. An

employee shall be removed from standby duty if deemed incapable due to illness or other sanctioned, cleared emergency as determined by the duly authorized supervisor; and remunerated on a daily basis. An employee must have been in pay status during the normal working day in order to be eligible for the daily thirteen dollars (\$13.00) standby remuneration, except on weekends or normally scheduled days off. If an employee requests sick leave during a part or whole day standby duty is assigned, it shall be up to the supervisor to determine whether or not the employee should be allowed to remain on standby, taking into account all circumstances pertinent to the matter.

Section 5. Designated Emergency Employees Not on Standby - Employees designated by the city manager or department head may be provided with beepers or cellular telephones so that they may be reached in the event of an emergency. Unless such employees are specifically told that they are in on-call status or are instructed as set out in subsection (b) above they are not on standby or on-call status and are not entitled to additional compensation.

Section 6. Standby Compensation - An employee on standby shall receive standby compensation of one hour pf straight time wages for his classification or thirteen dollars (\$13.00) per day whichever is greater. When an employee is on standby during her scheduled day off, vacation or holiday she shall receive standby compensation per day of double her regular hourly rate.

ARTICLE XXX SUCCESSIONSHIP

Section 1. Successorship - The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contract for a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

ARTICLE XXXI APPLICATION OF CITY'S PERSONNEL POLICIES, PROCEDURES, RULES AND REGULATIONS DURING TERM OF AGREEMENT

Section 1. Application of City's Personnel Policies During Life of Agreement - During the term of this Agreement, the City's Personnel Policies, Procedures, Rules and Regulations will govern where there is no conflict with the language of the Agreement or where the Agreement is silent, and where there is applicable language in the City's Personnel Policies, Procedures, Rules and Regulations.

Section 2. Disputes over Application of the City's Personnel Policies, Procedures, Rules and Regulations – Where an employee and/or the Union differ with the City over the application of the City's Personnel Policies, Procedures and Rules and Regulations to hours, wages or other workplace terms and conditions, either may file a grievance pursuant to Article XXIII of the Agreement and, if the matter is not resolved or the grievance withdrawn, the Union may appeal the issue to arbitration pursuant to Article XXIV Section 1 of the Agreement.

ARTICLE XXXII TERMINATION DATE AND INTEREST ARBITRATION

Section 1. Termination Date - This Agreement shall continue in effect until _____, 2014, and thereafter from year to year unless either party to this Agreement gives ninety (90) days written notice prior to any yearly anniversary date thereafter, to open the Agreement for discussion on certain issues or terminate this Agreement. If the parties have not achieved a successor agreement by the expiration date of the present Agreement, either party may demand that all unresolved issues other than wages, benefits and other forms of compensation (the "Economic Issues") be submitted to interest arbitration – a procedure in which a neutral arbitrator holds a hearing and then enters an Award deciding, on an advisory or binding basis, the unresolved issues in the negotiations for a new collective bargaining agreement. The parties shall use the same FMCS procedures for selecting an arbitrator for impasse issues as they did for the resolution of grievance issues pursuant to Article XXIV of the Agreement except for instructing FMCS to submit a panel of seven arbitrators with experience in interest arbitration. A hearing shall be scheduled before the arbitrator within thirty (30) days of expiration of this Agreement.

The selected arbitrator shall issue a decision within thirty days of the completion of the hearing on all unresolved issues (other than the "Economic Issues"). The arbitrator's decision on non-economic issues shall be incorporated into the Successor Agreement. Either party may also request and receive an advisory opinion from the Arbitrator addressing some or all of the unresolved Economic Issues. If the Economic Issues remain unresolved after the Arbitrator has issued an advisory opinion, the parties shall resume negotiations to reach a Successor Agreement.

While any impasse proceedings are before the Arbitrator and until impasse is reached on any remaining Economic Issues after the Arbitrator's decision, existing wages, hours and other terms and conditions of employment shall not be changed by either party without the consent of the other, but a party may so consent without prejudice.

All costs of arbitration and/or mediation occurring pursuant to the terms of this Article shall be divided equally between the City and the Union.

ARTICLE XXXIII NOTICE

Section 1. Notice - Any notice to be given under this Memorandum of Agreement shall be given by regular mail, be completed by and at the time of mailing, and, if given by the City, be addressed to Business Manager, International Brotherhood of Electrical Workers, Local 2, 2131 59TH Street, St. Louis, Missouri 63110, and if given by the Union, be addressed to the City Manager, City of Columbia, _____, Columbia, Missouri _____ with a copy to the City Counselor at the same address. Either party may by like written notice change the address to which regular mail notice is to be given.

EXECUTION

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF COLUMBIA, MO

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL 2**

by _____
_____, City Manager

by _____
David Desmond, Business
Manager

EXHIBITS

EXHIBIT A

JOB CLASSIFICATIONS AND WAGE RATES
(To be Added Upon Completion of Negotiations)

EXHIBIT B

**AUTHORIZATION FOR UNION DUES DEDUCTION
AND PAYMENT OF INITIATION FEE**

(Date)

Director
City of Columbia Water and Light Department
(Insert Address”

Dear _____:

By this letter, I am informing you of my becoming a member of Local 2, International Brotherhood of Electrical Workers (“Local 2”) whom I have authorized to represent me with regard to wages, hours and terms and conditions of employment in the City of Columbia Water and Light Department. Accordingly, I request that the City of Columbia deduct from my wages my initiation fee in the amount of \$ _____ for membership in Local 2 and my monthly dues to Local 2 in the amount of \$ _____ (alt. _____ percentage of my hourly wages.) My initiation fee and dues payments should be sent to Local 2 at its headquarters - 2131 59th Street, St. Louis, Missouri 63110-2885.

Further for the future, I request that the City continue to make the monthly dues deduction from my wages including any authorized increases in the Local 2 dues obligation as well as any additional Local 2 financial obligation which is uniformly required of its members. In making this authorization, I affirm that I have been provided a copy of Local 2’s schedule of dues and initiation fees a copy of which I understand has also been provided to the City of Columbia.. and the amount of which will be provided to the City with a copy to me.

Sincerely,

Name of Local 2, IBEW Member

EXHIBIT C

**NOTICE OF 30 DAYS TO INFORM UNION OF
MEMBERSHIP INTENTIONS**

Joint Letter from

*Director of Columbia City Water & Light Director
&
Business Manager of Local 2, International Brotherhood
of Electrical Workers*

Dear _____,

Congratulations on becoming an employee of the City of Columbia Water and Light Company. You have joined a progressive Employer which has a comprehensive Personnel Policy, Procedures, Rules and Regulations that covers the working conditions for all employees of the City of Columbia. In addition to that, all but the Power Plant employees at the City's Water and Light Department are represented by Local 2, International Brotherhood of Electrical Workers with regard to their wages, hours and other terms and conditions of bargaining.

As a new employee you have thirty (30) days in which to inform Local 2 of you intentions as to membership in the Union. Before making you decision, Local 2 invites you to contact one of its officers as well as one of its on-site employee shop stewards and learn about the Union and the benefits of membership. Attached to this letter is a list of Local 2 officers and employees, its address and telephone numbers, and the names of Local 2 members serving as its shop stewards in the Water and Light Department. In addition to informing you about Local 2 and the International Brotherhood of Electrical Workers, they will give specific information on the steps you need to take to become a member of the Union.

The key is that you must make your election no later than thirty days from becoming an employee in the City Water and Light Department.

Sincerely,

Director, City Water and Light Department

Business Manager, Local 2, IBEW

EXHIBIT D

LINES OF PROGRESSION FOR
NON-BID CLASSIFICATIONS
(TO BE INSERTED AT LATER DATE)

EXHIBIT E

NOTICE OF VACANCY FOR BID POSITON

(Date)

“Bid Job”

The City of Columbia Water and Light Department announces a vacancy(ies) in the following position(s) –

Position - -

Job Description - -

Qualifications - -

Minimum and Maximum Wages - -

Bids to fill the vacancy are available from _____ and seek to learn of candidates’ background, qualifications, prior job history, and length of service in the Department, its Divisions and other positions.

The City Water and Light Department will maintain this “Bid Job” Vacancy Posting on its Bulletin Boards for _____ days beginning on _____, 20__ and ending on _____, 20__. The Department will make its selection to fill the position no later than _____, 20__.