

AGREEMENT

Between

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

And



IBEW - LOCAL 702

WATER ~ SEWER DEPARTMENT

Effective

JANUARY 1, 2021 THROUGH

DECEMBER 31st, 2025

**ARTICLE OF AGREEMENT
 BETWEEN
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 702
 AND
 CITY OF POPLAR BLUFF, MISSOURI
 WATER-SEWER DISTRIBUTION DEPARTMENT,
 METER READER DEPARTMENT, WATER PLANT DEPARTMENT
 AND SEWAGE TREATMENT DEPARTMENT**

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ARTICLE I

Recognition

The governing body of the City of Poplar Bluff, hereinafter referred to as "the City," recognizes the International Brotherhood of Electrical Workers, Local 702, hereinafter referred to as "the Union," as the sole collective bargaining agency, as outlined in Ordinance No. 7783 for all its employees of the Water-Sewer Distribution Department, the Meter Reader Department, the Water Plant Department and the Sewage Treatment Department, except department heads and other employees engaged in supervisory positions and watchmen.

ARTICLE II

Appendixes and Amendments

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

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

ARTICLE III

Agreement Binding on Successors

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

ARTICLE IV

Savings Clause

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

ARTICLE V

Management Rights

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

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

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

ARTICLE VI

Grievance Procedure

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

Section 2.

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

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

Step Three: If not settled in Step Two, the Union and the City shall designate a representative and the two (2) so designated shall select a third person to meet as an arbitration board. Said arbitration board shall be established within ten (10) workdays. This board shall hear the evidence and submit their decision to the City Manager. Each party shall bear the expense of its own arbitrator and witnesses. Expenses of the third arbitrator will be shared by the City and the Union.

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

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

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

ARTICLE VII

General Provisions

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

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

Section 3. An emergency is defined to mean any unforeseen, unscheduled or otherwise unavoidable condition which arises that endangers continuity of service, protection of equipment or personnel.

Such emergency is to last only as long as necessary to revert to normal procedures and schedules.

Section 4. All employees who are required to perform work which is unusually dirty or otherwise injurious to clothing shall be given time to clean up and change into suitable clothes. Employees will keep an extra set of clothes in space provided by the City in their respective departments, and all changes of clothing will be made at City facilities.

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

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

ARTICLE VIII

Residency Requirements

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

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

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

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

Section 5. In the judgment of the hiring officer where two (2) or more applicants have equal qualifications, then preference shall be given to that applicant living within the City limits.

ARTICLE IX

Vacancies

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

Section 2. Any employee covered by this bargaining agreement may make application for the vacant position. In filling the position, when no applications are obtained from the department, the City will give job preference to the City employees, if factors including experience, job knowledge and education are equal.

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

ARTICLE X

New Employees

Section 1. New employees, defined as those not previously covered under a Collective Bargaining Agreement between the City of Poplar Bluff, Municipal Utilities and the International Brotherhood of Electrical Workers, Local Union No. 702, shall be considered as probationary employees for the first ninety (90) days of employment, during which time he/she may be terminated without recourse by the Union.

As a general rule, employees who transfer into a classification covered by this Agreement, shall not be allowed to utilize any vacation or sick leave allowances they may have earned due to prior service with the City of Poplar Bluff. This restriction is intended to allow the City reasonable time to evaluate the new employee in the performance of their duties for retention as a permanent employee. However, for times when emergencies arise, or when vacation has previously been scheduled, the City will allow such usage, provided that the employee's probationary period shall be extended by the number of days equal to the amount of vacation leave taken. For instances of absence in which the employee desires to use accumulated sick leave, the City will consider allowances on a on a case-by-case basis.

The City agrees that all other conditions of employment included in this ordinance shall be granted to the probationary employee.

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

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

ARTICLE XI

Promotions

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

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

ARTICLE XII

Personnel Transfers

The City reserves the right to transfer personnel without regard to seniority when such transfer is necessary due to the physical condition of one (1) of the employees concerned and when such transfer has been agreed upon by the employee's immediate supervisor and the steward of the department. Nothing herein, however, shall obligate the City to create a job for such employee if the City has no vacant position that he/she is capable of doing.

ARTICLE XIII

Seniority and Reduction in Force

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

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

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

ARTICLE XIV

Retirement of Employees

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

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

ARTICLE XV

Leave of Absence

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

Section 2. Benefits normally accruing to Union members shall not be provided by the City during the leave of absence.

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

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

ARTICLE XVI

Safety and Training

Section 1. Safety equipment and protective devices necessary to health and safety of the employees while on duty will be provided.

Section 2. Employees shall report promptly to their supervisor any defects noticed in safety equipment.

Section 3. In order to eliminate unsafe conditions or working practices and to provide proper training programs, there shall be created a safety committee for each department. Each department shall have a two (2) person safety committee, one person selected by the Union and the other selected by management. The Manager of the Utility Departments shall be an ex-officio member of these committees.

Section 4. The safety committee may adopt safety rules and training programs and put them into effect.

Section 5. Any safety rules or training programs which require loss of regular work time or additional work time of an employee or require financial support of the City must first be approved by the City.

Section 6. There shall be at least one (1) one-hour safety meeting per month. Minutes shall be recorded and a copy kept on file in the Office of the Utilities Manager.

Section 7. Employees who are required to have a CDL license shall be reimbursed for the cost of the renewal of license. The initial cost of license shall be the responsibility of the employee.

Section 8. The City will provide CPR and first aid training.

ARTICLE XVII

Inclement Weather

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

ARTICLE XVIII

Tools

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

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

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

ARTICLE XIX

Working Time

Section 1. For all regular employees engaged in the Water-Sewer Distribution Department, the Meter Reader Department, the Water Plant Department and the Sewage Treatment Plant, there will be established a regular work schedule setting forth normal off days for each employee. Insofar as practicable, the off days will be consecutive days. However, it is recognized that this may be impracticable in some cases, such as in the case of the relief man. A normal work week shall be established for eight (8) hours work days, and a normal work week shall be established for ten (10) hour work days. Water Plant Operators and the Line Locator shall not be included in the ten (10) hour work days.

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.

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

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

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

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

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

ARTICLE XX

Wages

Section 1. The employees of the Water-Sewer Distribution Department, the Meter Reader Department, the Water Plant Department and the Sewage Treatment Department shall receive the following compensation for their services:

Job Title	Rates of Compensation Per Hour				
<u>Water Treatment Plant</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Water Plant Operator - "A" License	\$28.11	\$29.52	\$31.00	\$32.55	\$34.18
Water Plant Operator - "B" License	\$27.66	\$29.04	\$30.49	\$32.01	\$33.61
Water Plant Operator - "C" License	\$27.27	\$28.63	\$30.06	\$31.56	\$33.14
Water Plant Operator - "D" License	\$26.99	\$28.34	\$29.76	\$31.25	\$32.81
Water Plant Operator - Start	\$21.08	\$22.13	\$23.24	\$24.40	\$25.62

Job Title	Rates of Compensation Per Hour				
<u>Sewer Treatment Plant</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Operator/Foreman	\$31.08	\$32.63	\$34.26	\$35.97	\$37.77
Operator/Maint. Mechanic - 2 Years - "A" License	\$28.11	\$29.52	\$31.00	\$32.55	\$34.18
Operator/Maint. Mechanic - 2 Years - "B" License	\$27.66	\$29.04	\$30.49	\$32.01	\$33.61
Operator/Maint. Mechanic - 2 Years - "C" License	\$27.27	\$28.63	\$30.06	\$31.56	\$33.14
Operator/Maint. Mechanic - 1 Year - "D" License	\$26.99	\$28.34	\$29.76	\$31.25	\$32.81
Operator/Maint. Mechanic - 1 Year	\$26.22	\$27.53	\$28.91	\$30.36	\$31.88
Operator/Maint. Mechanic - Start	\$22.13	\$23.24	\$24.40	\$25.62	\$26.90

Job Title	Rates of Compensation Per Hour				
<u>Water-Sewer Distribution</u>	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Line Locator	\$27.94	\$29.34	\$30.81	\$32.35	\$33.97
Working Crew Foreman	\$27.94	\$29.34	\$30.81	\$32.35	\$33.97
Machine Operator	\$26.50	\$27.83	\$29.22	\$30.68	\$32.21
Stock Clerk/Meter Repairman	\$26.19	\$27.50	\$28.88	\$30.32	\$31.84
Serviceman/Troubleshooter	\$25.67	\$26.95	\$28.30	\$29.72	\$31.21
Serviceman I	\$25.67	\$26.95	\$28.30	\$29.72	\$31.21
Serviceman II – 24 Months	\$24.89	\$26.13	\$27.44	\$28.81	\$30.25
Serviceman III – 18 Months	\$23.27	\$24.43	\$25.65	\$26.93	\$28.28
Laborer I After 6 Months	\$20.66	\$21.69	\$22.77	\$23.91	\$25.11
Laborer – Start	\$15.40	\$16.17	\$16.98	\$17.83	\$18.72

Job Title	Rates of Compensation Per Hour				
<u>Meter Reader Department</u>	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Foreman	\$27.94	\$29.34	\$30.81	\$32.35	\$33.97
Meter Reader – 24 Months	\$24.89	\$26.13	\$27.44	\$28.81	\$30.25
Meter Reader – 18 Months	\$23.96	\$25.16	\$26.42	\$27.74	\$29.13
Meter Reader – 15 Months	\$22.84	\$23.98	\$25.18	\$26.44	\$27.76
Meter Reader – 12 Months	\$22.12	\$23.23	\$24.39	\$25.61	\$26.89
Meter Reader – 6 Months	\$20.09	\$21.09	\$22.14	\$23.25	\$24.41
Meter Reader – Start	\$16.18	\$16.99	\$17.84	\$18.73	\$19.67

Section 2. Employees temporarily assigned to work that has a lower rate will suffer no reduction in wages.

Section 3. Wages to be paid weekly. The pay period for each week shall end at twelve midnight on Saturday, and paychecks for that week will be issued on or before the end of the respective employee’s following work week.

Section 4. Employees shall not receive advance in pay, and upon termination of employment, they will be paid all wages due within ten (10) days.

ARTICLE XXI

Overtime

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

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

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

Section 2. Water Plant Operators and Relief Operators required to work back to back shifts from 4:00 P.M. to 12:00 A.M. and 12:00 A.M. to 8:00 A.M. shall receive two (2) times their normal rate.

ARTICLE XXII

Water Plant Operators and Operator/Maintenance Mechanics

Section 1. A Water Plant Operator shall have one (1) year within which to obtain a Class "D" Operator's License.

Section 2. If an employee receives his/her Class "D" license during the first year of employment, the compensation of the employee will be increased to the Class "D" Operator's level on the anniversary date of employment. If the employee does not receive the Class "D" Operator's license until after the first year of employment, the entry level compensation will continue until such time as the Class "D" license is obtained.

Section 3. Water Plant Operators and Operator/Maintenance Mechanics must have at least a "C" level license to operate and perform testing. If they do not have a license at the date of hire, they must obtain the license within two (2) years or the employee shall be terminated by the City.

Section 4. For any and all employees seeking to obtain a higher level of certification and/or license, the City agrees to pay for training classes, to include any lost time away from work, and also the associated costs with the first such test, for such employees. Should the employee not pass the first test, any additional training and/or testing costs shall be the sole responsibility of such employee, and be done on the employee's personal time.

ARTICLE XXIII

Vacation

Section 1. Vacation schedule shall be as follows:

<u>Years of Service</u>	<u>Leave Accumulated</u>
1 year	40 Hours
2 years to 4 years	80 Hours
5 years to 9 years	120 Hours

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

Section 2. One (1) bonus day would be earned by working a full calendar quarter (the four (4) calendar quarters being defined as: January through March; April through June; July through September; and October through December), without being absent from work for sickness, injuries, family sick leave, etc, except for vacation, jury duty, or authorized funeral leave.

For employees that must leave for a doctor's appointment or illness, the City will allow the employee up to three (3) hours that particular day if he/she returns the next day. The employee will not lose eligibility for the bonus day providing employee has had no more than four (4) occurrences in a calendar year. Any absenteeism for more than three (3) hours will be considered an occurrence. You must have perfect attendance in all remaining quarters to accrue a bonus day. In the event that less time is worked, bonus day accrual will restart with the beginning of the next calendar quarter. New regular full-time employees may begin earning bonus days as soon as they are employed and do not have to complete their training period to become eligible. The same method of normal accrual will apply.

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

Section 3. Vacations shall be selected by April 1 of each year. Selection of vacations up to this time shall be by seniority. Employees having more than one (1) week vacation shall be allowed one (1) split during vacation period. Employees having more than two (2) weeks of vacation shall be allowed to split vacation time in one (1) week increments more than once. Employees splitting vacations shall make their first choice of dates and after selection of vacations has progressed by seniority, they shall then be entitled to their second choice. Employees not selecting vacations by April 1 shall take what vacation periods are available, subject to the department being able to grant same.

Section 4. From time to time it may be to the advantage of the Union and the City to permit one (1) day of vacation to be taken. One (1) day of vacation may be granted by the supervisors provided the City's work schedule is not disrupted and provided such one (1) day of vacation would not cause the City to pay overtime that would not have to be paid if the employee took his/her vacation in the regularly scheduled manner. If an employee, due to the ten (10) hour workday, has vacation time in less than one-half (½) day increments, that employee shall be allowed to schedule this vacation time in less than half (½) day increments.

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

Section 5. All employees shall take all vacations due within the year. However, if the vacation cannot be taken due to sickness or City declared emergency, earned vacations may be carried over from one year to the next provided that no more than ten (10) days earned vacation is carried over from one year to the next.

ARTICLE XXIV

Holidays

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

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

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

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

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

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

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

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

ARTICLE XXV

Sick Leave

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

Section 2. Sick leave may be accumulated to a maximum of nine hundred (900) hours.

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

Section 3. Employees shall be eligible for sick leave after ninety (90) days of service. However, sick leave benefits will begin accruing from the day of employment. Sick leave must be earned and credited to an employee's account before sick leave benefits will be paid. No sick leave benefits will be paid in advance.

Section 4. Sick leave hours accrued to date will be carried forward by this agreement.

Section 5. Sick leave with pay shall not be a right which an employee may demand but a privilege granted to such employee by the City for benefit of the employee who is sick.

Section 6. Sick leave may be granted to an employee if he/she shall be absent from work due to any of the following: Sickness, bodily injury, quarantine, required physical or dental examinations or treatment, exposure to a contagious disease when continued work might jeopardize the health of others.

Section 7. Absence from work resulting from intemperance, immorality, willful misconduct or as the result of injury while working for another employer or acting as a contractor, shall not be charged against the sick leave of the employee.

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

Section 9. To be absent on sick leave an employee must notify his/her supervisor as early as practical on the first day of such leave, and those employees classified as shift workers must notify their supervisor at least two (2) hours in advance of their regularly scheduled hour for reporting to work, if possible. Failure to give such notice will result in the absence being charged to leave without pay. Permission for sick leave for medical examinations, treatments or dental work shall be obtained at least two (2) days prior to beginning of leave.

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

After an employee reaches the maximum amount of sick leave available (900 hours) that employee would be eligible to accumulate an additional three hundred (300) hours to use for family sick leave. This would be accumulated at the current rate of twelve (12) hours per month. These three hundred (300) hours will not be included in the payout of unused sick leave at the employee's time of retirement.

Section 10. If sick leave appears to be abused or when an employee consistently uses his/her sick leave as it is earned, the City reserves the right to require the employee to furnish a doctor's certificate documenting said illness. The City shall notify the employee claiming sick leave within twenty-four (24) hours of the reported illness that a doctor's certificate will be required to substantiate the application for sick leave. In any event, employees claiming sick leave for three consecutive days will be required to submit a doctor's certificate documenting said illness.

Section 11. The Supervisor shall take prompt and necessary action as may be deemed appropriate when:

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

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

Section 13. All sick leave credit accumulated by an employee of the City shall end and terminate when the employee retires, resigns or is dismissed by the City.

ARTICLE XXVI

On-Duty Injury

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

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

Section 3. The injured employee shall complete the accident reporting form furnished by the City as soon after an injury as possible.

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

ARTICLE XXVII

Funeral Leave

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

ARTICLE XXVIII

Jury Duty

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

ARTICLE XXIX

Employee Benefits

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

For regular employees hired on or after January 1, 2021, the City shall pay one hundred percent (100%) of the cost of the premium for the individual plan for the employee and zero percent (0%) for dependent (spouse, child, family) coverage plan. A new employee shall be covered after one (1) full calendar month of employment by the City.

Should the City Council enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City's payment of dependent coverage for employees hired after December 31, 2020, then this Section shall automatically be amended to reflect such action, and those previously denied dependent coverage shall have such newly enacted allowances afforded them.

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

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

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

For employees hired after December 31, 2020, there will be no retirement insurance paid for by the City.

Should the City Council enact an Ordinance following the effective date of this Agreement, and such Ordinance restores in part or all, the City’s payment of retiree insurance coverage for employees hired after December 31, 2020, then this Section shall automatically be amended to reflect such action, and those previously denied City-paid retiree insurance coverage shall have such newly enacted allowances afforded them.

Section 5. Employees who retire within the guidelines of this agreement and the LAGERS benefit program shall be allowed to take time off earlier than those guidelines require by using forty percent (40%) of all accumulated sick leave time and shall receive a normal full City paycheck during that time (40% of accumulated sick leave) prior to the actual date of retirement. There will be no City benefits earned while taking off the forty percent (40%) of accumulated sick leave prior to actual retirement.

Section 6. It is understood and agreed that all employees hired prior to January 1, 2021 will retain the City-paid insurance premiums described in Section 1 and Section 4 of this Article, unless otherwise negotiated and mutually agreed to by the City and the Union.

ARTICLE XXX

Uniforms

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

Section 2. All employees will be paid an annual uniform allowance expense to be paid by the City prior to December 31 of each year during the term of this agreement, as follows:

2021	2022	2023	2024	2025
\$425.66	\$438.43	\$451.58	\$465.13	\$479.08

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

Section 3. The uniform allowance herein contained is intended to ensure that employees at all times are in uniform neat in appearance, presenting a good image to the general public. The prescribed uniform with proper insignia shall not be worn except while on duty or to and from work.

ARTICLE XXXI

Trouble Truck Assignments

Section 1. Trouble truck assignments will be scheduled by the City. However, employees may trade assignments with other qualified employees, with supervisor approval, provided all employees qualified for the trouble truck perform their fair share of such duties during the year. After two (2) years of service in the Water-Sewer Department working under the Water-Sewer Distribution or Meter Reading Divisions, employees shall have the right to be assigned to the trouble truck.

Section 2. The City will develop an identification card for those employees who are subject to trouble truck assignments.

ARTICLE XXXII

Meals

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

<u>Meal</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Breakfast</u>	\$9.90	\$10.10	\$10.30	\$10.51	\$10.72
<u>Lunch</u>	\$10.56	\$10.77	\$10.99	\$11.21	\$11.43
<u>Dinner</u>	\$13.54	\$13.81	\$14.09	\$14.37	\$14.66

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

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

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

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

ARTICLE XXXIII

Duration of Agreement

Section 1. This agreement shall be effective as of January 1, 2021, and shall continue in full force and effect until and including December 31, 2025.

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

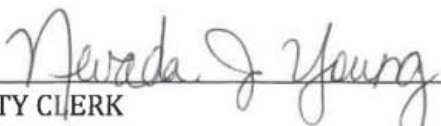
CITY OF POPLAR BLUFF

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 702


MAYOR


BUSINESS MANAGER

ATTEST:


CITY CLERK


BUSINESS REPRESENTATIVE

