A G R E E M E N T

Between

CITY OF MINER, MISSOURI

(EMPLOYER)

And

International Brotherhood of Electrical Workers
Local Union No. 702

(*City Employees*)

Effective

July 1st, 2026 to and including June 30th, 2029

City of Miner

City Employees Union Contract

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AGREEMENT

The City of Miner, MO, a municipal corporation, hereinafter referred to as the City, hereby adopts the following rules, regulations, classifications and wage rates for all City employees, excluding supervisors (i.e. employees with the authority to hire, fire, and discipline bargaining unit employees), elected officials, dispatchers, and police officers, effective July 1st, 2026.

This Agreement shall become effective when properly executed by the parties, and shall remain in full force and effect until June 30th, 2029 and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by the giving of sixty (60) days written notice from either party to the other. If amendment is desired, the contents of amendment shall accompany the notice. Changes mutually agreed to may be made at any time. It is the desire of the City and the Union that all parties to this Agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge, or to evade or circumvent the spirit and intent of this Agreement.

WITNESSETH:

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

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

ARTICLE I

SCOPE OF AGREEMENT AND UNION SECURITY

Section 1.01 – Recognition of Union

The City recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its employees within the classifications of work and/or the employees covered by this Agreement, namely; all City employees, excluding supervisors (i.e. employees with the authority to hire, fire, and discipline bargaining unit employees), elected officials, dispatchers, and Police Officers, who are employed by the City of Miner, Missouri.

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

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

Section 1.02 – Agreement Statement

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

Section 1.03 – Non-Discrimination Against Union Members

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

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

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

Section 1.05 – Compliance with Applicable State, Federal Law

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

Section 1.06 – Successorship Clause

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

ARTICLE II

SENIORITY

Section 2.01 – Establishment

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

Seniority for each regularly paid employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment unless his/her seniority has been broken as hereinafter provided. If his/her seniority has been broken and he/she is re-employed, then and in that event his seniority after having been re-employed for a period of six (6) months within a period of twelve (12)

consecutive months, shall begin on the first date of re-employment after his/her most recent loss of seniority hereunder.

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

<u>Section 2.02</u> – Layoff

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

(a) Employees who have not established seniority with the City shall be laid off first.

(b) Thereafter, employees shall be laid off in the inverse order of their established seniority.

(c) The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the City being required to lay off employees possessed of skill essential to properly perform the work available at the time of layoff not possessed by employees having greater seniority.

(d) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, providing they have the qualifications required. If a laid-off employee is recalled to work by the City within twelve months of their layoff, their seniority shall remain intact.

<u>Section 2.03</u> – Break in Seniority

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

(a) If the employee resigns.

(b) If the employee is discharged for just cause.

(c) If the employee is absent from work without authorized leave except when satisfactory reasons for his absence are given.

(d) If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report within this three (3) day period.

(e) If an employee is laid off for twelve (12) consecutive months, he/she shall, however, not lose his/her seniority if said seniority exceeds twelve (12) months. In all other case where an employee is laid off for more than twelve (12) consecutive months he/she shall not lose his/her seniority unless he/she is laid off for a continuous period equal to the seniority he/she had acquired prior thereto. In the event that an employee with five or more years of service is laid off in excess of five continuous years, then the seniority of such employee shall terminate.

Section 2.04 – Promotions

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

(a) Should an employee deny a promotion, it shall have no effect on his/her future promotions. Should all employees in lower classifications refuse such a promotion the City shall hire an additional employee for the position.

(b) An employee promoted or hired for a new position, other than a new employee, will be given a maximum of thirty (30) days to demonstrate his/her qualifications and ability to management or, in the case was hired specifically for the position, released from the City's employ. If an employee declines to continue in a job to which he was promoted he/she shall be returned to the position he/she formerly held, subject, however, to the provisions of Article II, Section 2.04, paragraph (a) above, and shall be prohibited to bid on the same type of job for one hundred eighty (180) day period.

(c) When vacancies occur or when new positions are created within the bargaining unit, the City will post a notice on bulletin boards for a period of five (5) days (Sundays and Holidays excluded) announcing the position open, with a copy of such posting sent to the Union. Employees desiring to be considered shall make written application to the Mayor. When necessary, temporary assignments will be made for the period the

position is considered open. The successful bidder will be awarded and assigned to the position within a period of ten days.

(d) The City retains the right to hire the City Clerk through advertisement and acceptance of applications, of which, bargaining unit employees shall have the right to apply for. Additionally, the Fire Chief and Assistant Fire Chief positions are voluntary in nature and are completely at the discretionary appointment of the City.

Section 2.05 – Leave of Absence

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

ARTICLE III

NEGOTIATION AND ARBITRATION

Section 3.01 – Obligation for Continuous Service

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

Section 3.02 – Grievance

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

(a) Any dispute arising between the employee and/or employees and the City shall be handled in the following manner: The employee and/or employees who believe they have been treated unjustly shall present their grievance verbally to the Mayor. A Union steward may be present at this discussion. In the event that a satisfactory settlement is not reached at this step, the grievance shall then be reduced to writing on a form agreed to between the Union and the City and filed within ten (10) days of the previous step unless unusual circumstances are involved. The written grievance shall be in triplicate.

(b) The three copies of the written statement of grievance will be presented to the Mayor, who upon receipt of the written statement of grievance will meet with the aggrieved employee and/or employees and the Union Steward and make an earnest attempt to reach a satisfactory settlement. In the event no satisfactory settlement is reached, the Mayor will respond in writing in the space provided for on the grievance form.

(c) In the event that the grievance has not been satisfactorily settled in (b) of this procedure, the three copies of the written grievance, with the Mayor's written answer, shall be dispersed in the following manner:

- One copy shall be forwarded to each member of the Board of Aldermen.
- One copy shall be forwarded to the Business Representative of the Union by Steward, and
- The employee and / or employees shall retain one copy.

Upon receipt of written statement of grievance, the Board of Aldermen and the Business Representative of the Union shall arrange a meeting date to review the grievance and make an earnest attempt to reach a satisfactory settlement. Either party may have a committee present at this meeting. In the event that a satisfactory settlement is not reached at this meeting, the unresolved dispute shall be referred to arbitration as described in Article III, Section 3.03.

<u>Sec. 3.03</u> – Mediation

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

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

1. Proceedings before the mediator shall be informal, the rules of evidence will not apply and no record of the mediation conference shall be made.
2. The mediator will have the authority to meet separately with any person or persons but will not have the authority to compel the resolution of a grievance.
3. If no settlement is reached, the mediator shall provide the parties with an immediate oral advisory opinion unless both parties agree that no such opinion shall be provided.
4. If no settlement is reached at mediation, the parties are free to arbitrate. If they do so, the mediator may not serve as the arbitrator. Nothing said or done by the mediator

may be referred to at arbitration, and nothing presented by either party at mediation may be used against it at arbitration.

5. The Federal Mediation and Conciliation Service (FMCS) shall be utilized for the mediation unless otherwise agreed to between the parties. In addition to the rules outlined in this Section 3.03 – Mediation, the parties further agree to abide by the guidelines asserted by the FMCS.

<u>Sec. 3.04</u> – Arbitration Procedure

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

ARTICLE IV

CLASSIFICATIONS AND RATES OF PAY

Section 4.01 – Classification Rates Of Pay Per Hour Effective As Of:

Classification	8.00% 7/1/2026	5.00% 7/1/2027	5.00% 7/1/2028
City Clerk (salaried position)	$68,795.09	$72,234.84	$75,846.58
Administrative Assistant	$20.63	$21.66	$22.74
Assistant City / Prosecuting Clerk	$25.57	$26.85	$28.19
Chief Operator / Maint.	$28.09	$29.49	$30.96
Asst. Chief Operator / Maint.	$24.15	$25.36	$26.63
Maintenance 1	$20.88	$21.92	$23.02
Maintenance 2	$19.59	$20.57	$21.60

Operators will be required to obtain and maintain the applicable level of licensing and Certification for their corresponding assignment of duties. New employees or those who are successful in bidding from one classification to another must become certified within three (3) successive test dates after entering the new classification. In addition, the following adjustments to an individual's hourly wage rate for obtaining a higher-level license / certification:

Class A, B, C, & D Water License - 58¢ / hour each, but C is required as a minimum
Class A, B, C, & D Waste Water License – 58¢ / hour each, but C is required as a minimum
Class I, II, & III Water Distribution License - 58¢ / hour each; Class II required

The Fire Chief is a volunteer position, appointed by the City Council, and must possess current, legal, verified Firefighter I and Firefighter II certification. The Fire Chief shall receive a monthly stipend established by Ordinance of the City Council in addition to the applicable per call compensation.

The Assistant Fire Chief is a volunteer position, appointed by the City Council, and may or may not receive a monthly stipend in addition to the applicable per call compensation. Such decision rests with the City Council and is set by Ordinance.

All part time employees of any nature or job title shall be compensated in accordance with City Ordinance.

Section 4.02 – Payday

Payroll checks will be disbursed to employees between 8:00 a.m. and noon on Friday of each week, except when Friday is a holiday and then payday shall be on Thursday before - for all wages earned up to and through the preceding Tuesday. When consistent, arrangements are to be made so that employees shall receive their pay on the job site.

Section 4.03 – Payroll Deduction for Union Dues

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

Section 4.04 – C.O.P.E. Deductions

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

Section 4.05 – Additional Stipends

For any employee covered under an Agreement between the City and IBEW Local 702 who assumes the duties of Emergency Management Director, they shall have their normal wage rate so adjusted by seven hundred dollars per month ($700.00/month), or by City Ordinance, whichever amount is greater. For any employee covered under an Agreement between the City and IBEW Local 702 who assumes the duties of Code Enforcement and/or Building Inspector, they shall have their normal wage rate so adjusted by seven hundred dollars per month ($700.00/month) or by City Ordinance, whichever amount is greater, for each position.

Any employee not covered by this Agreement, who is not covered under an Agreement between the City and IBEW Local 702, who is appointed to either the Emergency Management Director, the Code Enforcement and/or Building Inspector, they shall be compensated in accordance with the appropriate and applicable City Ordinance.

Section 4.06 – Years of Service Pay

The City agrees to pay each employee an additional 25¢ per hour for every five (5) years of continuous service up to a maximum of thirty (30) years, with the maximum amount at $1.50/hour total.

Employees will be eligible for said additional cumulative pay on their anniversary date after completing the continuous years of service. For example, if an employee is hired May 1st 2023, they will receive their five (5) years of service pay on May 1st 2028.

Subsequent years of service pay will be added to prior years of service pay.

If an employee breaks their years of service due to being terminated or voluntarily leaving employment with the City, their prior accumulated years of service shall be forfeited if such employee is hired by the City again. Military Leave, FMLA leave, and granted leaves of absence do not count as a break in service. Additionally, an employee that has their employment restored through the grievance/arbitration process shall not lose any years of service.

ARTICLE V

GENERAL RULES AND WORKING CONDITITIONS

Section 5.01 – Residency Requirement

City employees are not required to reside within the city limits, but are encouraged to do so. Employees of the fire and public works departments must reside within a response time of twenty (20) minutes to City Hall because they are subject to emergency call to active duty at any time. If the employee does not reside within the twenty (20) minute distance they shall have ninety (90) days to move within that area.

Section 5.02 – Hours of Work & Overtime

The standard work week is five (5) days and forty (40) hours. Overtime shall be kept to a minimum but occasionally is required. The City has elected to pay overtime as worked at the rate of 1 ½ times the usual rate of pay, unless otherwise dictated by this Agreement. An employee must physically work the full regular and overtime hours to qualify for overtime pay. (See sick pay & vacation pay for further details.)

Overtime will be based on the actual time worked, unless otherwise dictated by the terms of this Agreement. No overtime will be paid for an employee who arrives at work early unless that employee was called in for special assignment. Employees will not be required to take time off for overtime worked or to be worked.

When employees are called for, or are required to, work outside of their normal work schedules, they shall receive time and a half for the entire time worked, and in no case shall they receive less than two (2) hours of time at the rate of time and a half (1 ½), except that when employees are called for, or are required to, work on Sundays or holidays, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hours of time at the rate of double time.

All overtime must be approved and time card signed by the DEPARTMENT HEAD or employee will not be given credit for the overtime. Time cards will then be reviewed by the Mayor and the Mayor Pro-Tem to sign off on any overtime. If an employee forgets to clock in or out at any time the Mayor/Mayor Pro-Tem must ok the payment of that day which could delay in receiving your paycheck. Repeated offenses for failure to clock in and out may result in disciplinary action.

<u>Section 5.03</u> – Disability Leave & Workers Compensation

A full-time employee who is temporarily or totally disabled in the line of duty shall receive pay as afforded by Workman's Compensation provided that disability resulted from an injury or illness sustained directly in the performance of the employee's work as provided in the State Workmen's Compensation Act. Each major incident will be handled at the discretion of the Mayor and Board of Aldermen.

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

<u>Section 5.04</u> – Use of City Vehicles / Equipment

City vehicles are to be used for city business only. No vehicle will be used for personal errands during working hours or after hours unless permission is obtained from the city. It is the responsibility of the assigned employee to keep the vehicle clean and checked regularly.

No employees will be allowed in City vehicles unless on duty and clocked in unless specifically authorized by the Mayor and Board of Aldermen. Persons not employed by the city will not be allowed in city vehicles for any reason unless specifically authorized by the Mayor and Board of Aldermen.

Violations of this section may be cause for disciplinary action.

CELL PHONE USE IS ABSOLUTELY PROHIBITED WHILE DRIVING A CITY VEHICLE. EMPLOYEES MUST PULL OFF THE ROAD TO TALK ON THEIR PAGERS/CELL PHONES, ETC. ANY EMPLOYEE INVOLVED IN AN ACCIDENT WHILE TALKING ON SUCH ITEMS MAY BE SUBJECT TO IMMEDIATE DISCIPLINARY ACTION.

Employees are not to use city or personal cell phones, radios, pagers, etc…, for personal phone calls & messages unless it is an emergency.

Section 5.05 – Conflicts of Interest

No employee shall:

1. Use confidential information obtained in the course of or by reason of his employment in any manner with intent to result in financial gain for himself/his spouse, his dependent child in his custody, or any business with which he/she is associated;
2. Disclose confidential information obtained in the course of or by reason of his/her employment in any manner with intent to result in financial gain for employee or any other person.
3. Disclose confidential information obtained in the course of his/her employment for any reason whether it be financial gain or any other reason.
4. Perform any service for receipt of any compensation, other than of the compensation provided for the performance of his office duties, in excess of five hundred ($500.00) per annum, except on transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, providing that the bid of officer is the lowest bid received.

Section 5.06 – Return of City Property

All employees leaving city employment shall return all city owned property and equipment issued to the employee. Failure to do so will result in the withholding of all pay and benefits otherwise due the employee. In the event the employee has used the purchase plan (radio equip.) the item purchased must be returned to the city or the item must be paid in full before the employee receives any final pay due the employee.

Section 5.07 – Sexual Harassment Defined

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment (2) submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of interfacing with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Any employee who sexually harasses another employee, either male or female, shall be subject to appropriate disciplinary action.

Complaints of sexual harassment may be pursued in two ways. (1) An employee may follow the grievance policy set forth in the previous regulations or the employee may complain to the City Clerk. Complaints made directly to the City Clerk will be taken to the Mayor for appropriate investigation and action. Any such complaints not satisfactorily adjudicated through this process shall then be presented to the Board of Aldermen for appropriate investigation and action.

Section 5.08 – Political Rights

No city employee shall be an officer of a political party or hold public office. No employee shall seek or accept election, nomination or appointment as an officer of a political club, organization, or serve as a member of a committee of such club or organization, or take an active part in, or make a monetary contribution to any municipal political campaign, or seek signatures to any petition provided for by any law, or act as a worker at the polls, or distribute badges or literature of any kind favoring or opposing any municipal issue or candidate for election or for nomination to a municipal public office. This shall not be construed to prevent any city employee from providing factual information pertaining to any municipal ballot question.

No employee shall wear a campaign button or display other evidence of support of a political candidate or issue while on duty.

Nothing contained in this section shall affect the right to any city employee to hold membership in and support a political party, to vote as he chooses, to express privately his opinions on all political subjects and candidates, to maintain neutrality, and to attend political meetings.

City employees shall not be appointed or retained on a basis of their political activity. City employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute or solicit funds or support, for the purpose of supporting or opposing the appointment or election

of candidates for any municipal office. Employees are expected to exercise their right to vote in municipal elections, but shall not engage in, or participate in any other way in municipal elections.

Section 5.09 – Drug Testing

All new & potential employees and volunteer fire personnel shall be required to submit to a drug screening and criminal background check before they can officially report to work. Any employee involved in a job-related accident, while employed or volunteering with the City of Miner, will be required to have drug screening done in relation to the accident, regardless of the severity of the injury.

Section 5.10 – Testing / Water & Wastewater Licenses

The City agrees to participate in the costs associated with the testing of employees for water or wastewater licenses as follows:

The City will pay the expenses for the first time testing only in each classification to include:

- Time off from work with pay;
- Transportation to and from the testing site or reimbursement for mileage, if the employee is required to use his/her own vehicle;
- And any necessary study manuals and materials.

New employees or those who are successful in bidding from one classification to another must become certified within three (3) successive test dates after entering the new classification.

Section 5.11 – Standby

The City agrees to implement a standby rotation for all eligible employees with applicable classifications allowing them to staff such assignments. These shall include the Chief Operator, Assistant Chief Operator, and Maintenance I and Maintenance II classifications, and shall be distributed as nearly equal as possible among eligible employees, and shall be paid at flat amount of $165.00 for one week's duration, to begin at 8:00 a.m. Wednesday morning, up until the following Wednesday morning at 8:00 a.m.

The purpose of this Section is to ensure the City fulfills its obligation to the citizens and community for continuous service. It shall be allowed for employees to "trade assignments" but it is the responsibility of the employee whose turn it is in the rotation to make sure the standby period is covered. There will be consideration given for emergencies and extenuating circumstances, but such shall be handled on a case by case basis.

When employees on Standby are called for work on Sundays or holidays, they shall receive double time for the entire time worked and in no case shall they receive less than one two (2) hours of time at the rate of double time.

When employees on Standby are called for work on days that are not Sundays or holidays, they shall receive time and a half for the entire time worked and in no case shall they receive less than two (2) hours of time at the rate of time and a half.

Section 5.12 – Out of Town Training / Work

When conditions require an employee to work or attend training outside the City of Miner in service of the City, the City agrees that no loss of pay shall occur when such occurrences happen on an employee's scheduled work-day. Additionally, the City agrees to pay the full M&IE total, based on U.S. General Services Administration (GSA) rates, for all days an employee is attending training at least thirty (30) miles out of town, regardless if it is a scheduled work day or not.

ARTICLE VI

VACATION

Section 6.01 – Vacation

Full time employees shall receive vacation at the following schedule:

After 1 full year of employment	80 hours	*Plus 24 personal hours
After 2, 3 and 4 full years of employment	100 hours	*Plus 24 personal hours
After 5 and 6 full years of employment	120 hours	*Plus 24 personal hours
After 7, 8, and 9 full years of employment	140 hours	*Plus 24 personal hours
After 10, 11, 12, 13 and 14 full years	160 hours	*Plus 24 personal hours
After 15 years and up of employment	180 hours	*Plus 24 personal hours

*Personal hours must be scheduled 48 hours in advance

Vacation time will be distributed according to the above schedule on the first day of the employee's anniversary date.

New employees that have not completed at least one year of service may submit a request to the Board of Aldermen, through the chain of command, to borrow from their first anniversary vacation allotment in the event of emergencies or unexpected event. Decisions are made on a case by case basis.

Employees are allowed to accumulate vacation hours up to two (2) times the yearly allotment hours. Any hours more than double the allotment on your anniversary date will be lost without compensation. Employees may submit a request to the Board of Aldermen, through the chain of command, to bank more hours in the event of emergencies or unexpected event.

Employees will be paid 100% of unused vacation hours upon separation.

Employees will not be compensated for any unused Sick time upon separation.

Employees shall be allowed to sell up to forty (40) hours of vacation back to the City for 100% of the value at the end of each calendar year.

Section 6.02 – Separation from Company

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

ARTICLE VII

PAID LEAVE

Section 7.01 – Sick Leave

All full-time employees shall accrue .77 hours of sick leave for each week of completed service with the City in the first calendar year of employment, and shall accrue forty (40) hours of sick leave on January 1st of each calendar year thereafter. Beginning January 1st 2027, all current employees shall accrue forty (40) hours of sick leave on January 1st of each calendar year thereafter, and the weekly accrual shall cease. Employees may accumulate sick days but all sick time remaining if an employee leaves the City employment will be lost. An employee using more than 65% of sick time shall be required to submit a doctor's excuse to city clerk before receiving compensation for that time off. Sick time is for sickness and not to be used as a day off. Any employee found abusing or using sick time unfounded will be subject to discipline (see language in existing employee handbook) and/or may have such leave reduced or altogether eliminated. Employees shall not use sick days without a doctor's excuse just prior to resigning their employment with the city in an effort to use the accumulated sick days.

Employees are not allowed more than three (3) unexcused absences during a running twelve (12) month period. More than three absences unexcused will be deemed as habitual absenteeism or absent without leave and will be subject to disciplinary action. Unexcused absences are absences

from work that are not earned sick days or vacation days, missed days with a doctor's excuse, qualified funeral leave or any other excused days allowed through the terms of this Agreement, Federal or State laws.

Section 7.02 – Funeral Leave

An employee may be granted twenty-four (24) hours each for funeral leave as needed in the event of the death of his/her spouse, child, step-child, mother, father, sister, brother, step-mother, step-father, mother-in-law, father-in-law, grandmother, or grandfather. Such leave shall not be deducted from either sick leave or vacation leave. Compensated funeral leave for other family members may be granted at the discretion of the Mayor and Board of Aldermen.

Section 7.03 – Jury Leave

A full-time employee may be granted leave, with pay, when required to be absent for jury duty or as a trial witness. In recognition of their civic duty, employees required to serve on jury duty will be paid their regular wages and may retain any jury fees received.

Section 7.04 – Military and Election Day Leave

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

Employees who are registered voters may, upon request, prior to the day of election, have reasonable time off without loss of pay to vote in any local, state or federal election. City offices will close at 4:00 p.m. on election days in order for employees to exercise their voting rights. Other City departments shall make arrangements for employees to receive three (3) hours off for voting on election days.

Section 7.05 – Bonding Leave

The City agrees to allow ten (10) paid days of bonding leave per child to allow for mothers, fathers, and grandparents time to bond with their new members of their family, or to assist with their spouse after child birth, per incident, without a loss in pay. This paid leave applies to mothers, fathers, grandparents, adoptive parents, legal guardians, domestic partners, and foster parents. Such leave shall not be deducted from any other accrued leave, including sick leave and vacation, and must be used within six (6) months of the birth or placement of a child into the home.

ARTICLE VIII

HOLIDAYS

Section 8.01 – Holidays

Full-time city employees shall receive the following holidays off with holiday pay at their regular rate. If a holiday falls on Saturday it will be observed on Friday and if the holiday falls on Sunday it will be observed on Monday.

New Year's Day (January 1st), President's Day (Third Monday in February), Good Friday, Memorial Day (Last Monday in May), Independence Day (July 4th), Labor Day (First Monday in September), Thanksgiving Day and the Day after (Fourth Thursday and next immediate Friday in November), Veteran's Day (November 11th), Christmas Eve and Christmas Day (December 24th & 25th).

Any full-time employee must work the day preceding and/or the day following a holiday to receive holiday pay unless those days precede or follow your natural day off or time off has been scheduled and approved by your supervisor.

ARTICLE IX

BENEFITS

Section 9.01 – Insurance

The City agrees, for the duration of this Agreement, to continue the current medical and prescription drug insurance plan, known as the NECA~IBEW Family Medical Care Plan (FMCP), Plan 16, with such benefits and allowances as determined by the Plan and its Trustees. Such Plan 16 shall be provided at no cost to the employee for single coverage. The City agrees to pay for one half (1/2) of the cost of the dependent coverage tiers of the Plan 16 premiums. The employee selecting any type of dependent coverage is responsible for the other one-half (1/2) of the premium payment for such. Health insurance may become effective on the initial day of employment, but will assuredly become effective no later than the first day of the month following the employee's thirty-first (31st) day of employment and terminates at the end of the month in which employment is voluntarily or involuntarily terminated.

All other ancillary benefits currently offered, such as dental, vision, short term disability, etc… shall be continued for the life of this Agreement with the same cost sharing as presently exists. The currently life insurance plan ($50,000) provided by the City shall continue for the life of this Agreement with no amendments to such.

<u>Section 9.02</u> – Supplemental Benefits

The City will allow payroll deduction for supplemental benefits at the employee's expense. These benefit plans shall be strictly voluntary in nature. The City agrees to provide reasonable accommodations for work site enrollment during a designated enrollment period. The City will allow, but is not limited to, such access to plan underwriters and administrators selected by the Local Union.

<u>Section 9.03</u> – Retirement

The City has adopted the L-6 LAGERS retirement plan at the 2.0 benefit level. Full-time employees already in the Plan with another employer will be added immediately. New full-time employees will be eligible for this plan after six (6) months full-time employment. The City contributes the entire portion. Full-time employees are vested after 5 years of service. General employees can retire at age 60.

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

ARTICLE X

MANAGEMENT'S RIGHTS

Section 10.01 – General Application

The right to employ, promote, discipline and discharge employees for just cause, is reserved by and shall be vested in the City. In the event any action by the City in this connection is discriminatory, such action shall be subject to the grievance procedure herein provided. Unless otherwise dictated by the terms of this Agreement, promotions and increase or decrease of number of employees shall be made as provided in the seniority clause in this Agreement. The City reserves the right to change from time to time the qualifications for any position, due to change in methods or use of improved equipment. The City shall have sole management of the property and the right to exercise full control of its business. This paragraph shall not be used to discriminate against any member because of his or her own lawful Union activities. The City retains the right to assign work to qualified employees for such tasks without limitations unless the employee is.

Section 10.02 – Disciplinary Actions

All disciplinary action will be taken at the discretion of and handled as deemed necessary by the Mayor and Board of Aldermen, or their designee. The City agrees to utilize progressive discipline in dealing with the misconduct of employees, however noting that the severity of the infraction may warrant immediate dismissal and termination, based upon the seriousness of the offense. Grounds for disciplinary action include, but are not limited to:

Conviction of a felony or other crime involving moral turpitude; acts of incompetency; absence without leave; acts of insubordination to a Supervisor, Department Head, Mayor or Board Member; intentional failure or refusal to carry out instructions; misappropriation, destruction, theft or conversion of City property; employee becomes physically or mentally unfit for the performance of his/her duties; acts of misconduct while on duty; willful disregard of others; habitual tardiness and/or absenteeism; failure to notify city when unable to report to work; falsification of any information required by the City; failure to properly report accidents or personal injuries; neglect or carelessness resulting in damage to City property or equipment; repeated convictions during employment on misdemeanor and/or traffic charges; introduction, possession or use, on city property or in city equipment, of intoxicating, substances, or proceeding to or from work, or performing work for the city, under the influence of an intoxicating substance. As stated above, the infractions contained in this paragraph are exemplary in nature and are not intended to restrict or limit the City's ability to discipline for other occurrences of misconduct not solely contained herein.

intended to restrict or limit the City's ability to discipline for other occurrences of misconduct not solely contained herein.

AGREED:

CITY OF MINER

BY: _____

Justin Keller, Mayor

Date 8/10/2026

LOCAL UNION 702, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BY: Steve Hughart

Steve Hughart, Business Manager

Date 8/23/26

BY: _____

Ricky Buchheit, Business Representative

Date 08/13/2026

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
9/29/2026
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.