

Laborer's Local #773 - Labor Agreement

1 INTENT AND PURPOSE

This Memorandum of Agreement, effective on the **December 18, 2018** between the City of Kirksville, Missouri, hereinafter referred to as the "City" and Laborer's Local Union 773 of the Laborers International Union of North America AFL-CIO, hereinafter referred to as the "union" or "bargaining unit."

WHEREAS, it is the intention of the parties that this agreement will establish sound relations between the City and its employees which will promote harmony, genuine cooperation, and efficiency to the end that the City and its employees may mutually benefit; assure a full day's work for a day's pay and to facilitate peaceful adjustments of differences which may arise from time to time between the City and any employees covered by this agreement.

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

2 RECOGNITION

2.1. UNION RECOGNITION

The City agrees to recognize the Union as the exclusive representative of all employees in the public service departments provided the union meets recertification requirements. The City will neither negotiate nor make bargaining agreements for any of its employees in the bargaining unit covered herein, unless it is through duly authorized representatives of the union. Union membership will be optional.

The provisions of this agreement will not apply to clerical employees, supervisory or managerial staff, part-time employees, temporary employees, introductory employees, employees hired to fill temporary vacancies, or to employees hired for special construction projects or seasonal work.

"Supervisor" is broadly defined to include anyone with the status of supervisor, manager, or confidential, as well as any status that would be a conflict of interest (RSMo 105.570.3).

2.2. UNION INTERFERENCE

The City agrees that it will not sponsor or promote financially or otherwise any group or labor organizations for the purpose of undermining the union nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the union.

2.3. UNION REPRESENTATION

Authorized representatives of the union may have access to City facilities during working hours for discussion with employees for the purpose of investigating or handling grievances for a reasonable length of time, but will not hinder or interfere with the progress of work. Prior to access, the union representative will make his presence and reason known to the Department Head.

The union will furnish, to the City, the names of any union stewards authorized to act on behalf of the union. A union steward, upon request made to his supervisor, will be granted a reasonable time to investigate any grievance during his scheduled working hours without loss of pay. The union steward must, however, report back to his supervisor promptly when his part in the grievance investigation has been completed.

Any union eligible employee will have the right to have union representation present during any discussion with management that involves written disciplinary action.

2.4. UNION FAIR REPRESENTATION

The union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit (RSMo 105.585(3)).

2.4.1. Free Association

Employees have the right to refrain from and/or oppose labor organization activity.

2.5. NEGOTIATIONS

The Union may not refuse to meet with the City's designated bargaining representatives, nor may it attempt to cause the City to remove or replace its designated representative (RSMo 105.580.2). Neither party is required to offer any particular concessions or withdraw any particular proposal (RSMo 105.580.3)

The negotiating team for the union, for the purpose of negotiating changes, will consist of not more than two employees and the chief union steward who are covered by this agreement and who are members of the union and the international and local business representatives. No overtime will be paid for such negotiations.

The City shall not pay any labor organization representative or employee for time spent participating in bargaining on behalf of a labor organization, except to the extent the person in question is an employee of the City and elects to use accrued paid time off that was personally accrued by such person to cover the time so spent. (RSMo 105.580.4).

2.6. DEFINITION OF DIVISIONS

The bargaining unit is composed of the following divisions Street Maintenance, Park Maintenance, Water Treatment, Utility Maintenance, Fleet Maintenance, Wastewater Treatment and Public Buildings.

2.7. JOB CLASSIFICATIONS

The job classifications of the City covered by this agreement are defined below:

2.7.1. Street Maintenance Division

- Foreman
- Traffic Control Technician
- Equipment Operator
- Street Sweeper Operator
- Maintenance Worker II

2.7.2. Water Treatment Division

- Utility Operator II
- Utility Operator
- Maintenance Worker

2.7.3. Fleet Maintenance Division

- Mechanic

2.7.4. Utility Maintenance Division

- Utility Operator
- Foreman
- Equipment Operator
- Sewer Jet Operator
- Customer Service Representative
- Utility Locator
- Maintenance Worker II

2.7.5. Wastewater Treatment Division

- Chief Utility Operator
- Utility Operator II
- Utility Operator
- Lab Technician II
- Lab Technician

- Maintenance Worker

2.7.6. Public Building Maintenance

- Public Facility Technician
- Custodian

2.7.7. Parks & Recreation

- Park Foreman
- Park Maintenance Worker

2.8. SUPERVISORS WORKING

Supervisors will act in a supervisory capacity but will not be prohibited from performing bargaining unit work when necessary. The City will not permit occasional work performed by supervisors to result in the layoff of a bargaining unit employee or keep a new bargaining unit employee from being hired.

2.9. UNION DUES

Union dues must be authorized annually in writing. No employee can be required to sign an authorization to withhold union dues from paychecks as a condition of employment (RSMo 105.505.5).

The City agrees to deduct, from each union members pay every month, the monthly membership dues as may be established and certified by the union provided the City has received an authorization form signed by each employee. Once a month the City will forward the following information to the union:

- A list of employees for whom union dues were deducted and the amount of such deduction.
- A check to cover the total amount of dues withheld.

The employee's earnings must be regularly sufficient after other legal and required deductions are made, to cover the amount of dues authorized. Dues will not be withheld when an employee is in a partial or full non-pay status. All other legal and required deductions have priority over union dues. It is incumbent upon the employee to make-up missed union dues following an unpaid leave of absence.

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union

to the City pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

3 MANAGEMENT RIGHTS

3.1. MANAGEMENT RIGHTS

Specific areas of responsibilities will be reserved to management if the public service mission of the City is to function effectively and if rules and regulations are to be administered fairly, consistently, equitably and without discrimination, and these rights will not be diminished by action of labor organizations and any related working agreements. Nothing contained in this agreement will be intended or construed as a waiver of any of the usual, inherent and fundamental rights of management.

3.2. SPECIFIC RIGHTS

In addition to the general management rights above the City will have the following specific rights to:

3.2.1. Employee Related

Determine nature, scope and definition of the City organization including: classification; to hire and assign or to transfer employees within the department or other public service related functions; to promote, suspend, discipline or discharge; to reorganize, deploy, assign, or direct the working forces; to determine methods, means, number of personnel to carry out the department's mission; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons.

3.2.2. Operations Related

The right to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the City; to determine the methods, means, number of personnel needed to carry out the department's mission; to make, publish and enforce rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to take any and all actions as may be necessary to carry out the mission of the City in situations of an emergency as may be declared by the City Manager/Mayor or Department Head; provided that no right enumerated herein will be exercised or

enforced in a manner contrary to or inconsistent with the provisions of this agreement.

3.2.3. Finance and Budget

The City Manager and Council have the sole authority to determine the purpose and mission of the City and the scope, priority and amount of budget to be allocated thereto. The City will, for good cause, give the Union 30-days to bargain over necessary adjustments to the economic terms of this Agreement. If at the end of this 30-day period the parties are unable to agree on the modifications the City Council shall make the necessary adjustments on its own authority.

3.3. WORKING CLASSIFICATIONS

The number of persons to be employed is at the sole discretion of the City. The fact that certain classifications and rates are established does not mean that the City must employ workers for any one or all such classifications, or to man any particular piece of equipment or vehicle that happens to be on the work site, unless, in the opinion of the City there is need for such a worker.

3.4. JOB DESCRIPTIONS

The job descriptions for the bargaining unit will be those prepared by the City in the Pay Plan. The City will make every reasonable effort to assign employees work in their classifications, but in unusual circumstances it may be necessary to assign employees temporarily to other work assignments, provided they are qualified to perform such assignments.

The City reserves the right to update job descriptions and reclassify the positions when duties or responsibilities change measurably as outlined in the Pay Plan.

3.5. EMPLOYEE DISCIPLINE

The City will notify the employee in writing of any suspension or discharge with a copy of the notice supplied to the union. The employee would have the right to grieve any suspension or discharge under the grievance procedure.

3.6. RULES OF CONDUCT

The City will have the right to make additional rules and regulations not in specific conflict with this agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operation.

The City agrees to post such rules or regulations for a reasonable period of time near the time clocks or on bulletin boards before enforcing the new or modified rule or regulation.

In the event the union disputes the reasonableness of any such rule, such matter will be a proper subject for the Labor Management Committee. Notice will be made at least five working days prior to implementation.

4 EMPLOYMENT

4.1. EQUAL EMPLOYMENT OPPORTUNITY

The City of Kirksville is an Equal Opportunity Employer. Pursuant to our Equal Employment Opportunity policy, we take affirmative action to provide equal employment opportunity without regard to race, color, religion, sex, sexual orientation, national origin, disability, or veteran status. Presidential Executive Order 11246 (30 FR 12319, September 28, 1965) and 41 CFR Chapter 60.

4.2. NON-DISCRIMINATION

The provisions of this agreement will be applied equally to all employees in the bargaining unit. There will be no discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, or disability status. The union will share equally with the City the responsibility for applying this provision of the agreement. No action of any kind may be brought against the City or the union for the occurrence of an alleged violation of this provision six months after the occurrence of the event upon which the claim is based.

Whenever the male pronoun is used herein, it will also be deemed to include the female pronoun and is not in any way intended to be discriminatory toward female employees.

4.3. POSTING VACANCIES

Job vacancies will be posted for a period not less than five working days (weekends and holidays excluded). The City may advertise for entry level positions at the same time of posting to expedite the recruitment process. Employees' bidding on any posted vacancy will be notified within twenty working days from the date such posting time limits expire as to the award or disposition of the job bid.

Management will make every effort to transfer the successful employee to the vacated position within forty working days. The time limits set herein may be changed by mutual agreement between the City and the affected employee.

4.4. INTRODUCTORY PERIOD

Upon the successful completion of the introductory period, the employee will be eligible for a step increase, and will attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Employees will acquire seniority credit, and their seniority will be retroactive to the date of employment, less any adjustments. (Reference Administrative Policy Manual.)

4.5. PROMOTIONS AND TRANSFERS

Promotions and same grade transfers to positions covered by this agreement will be made according to qualifications and past work records. When these things are equal, the employee with seniority within the division will be awarded the position.

It is in the best interest of the City and employees that the most qualified applicant is selected to fill any vacancy which exists. The City will fully disclose, to all applicants and the chief union steward for a position, any testing procedures and weighing criteria to be used before the administering of any portion of a promotional test.

The City reserves the right, at its sole discretion, to use any available expertise from outside the organization in developing, administering or evaluating testing procedures and results.

In the event the job cannot be filled as set forth immediately above, the City will have recourse to other sources.

4.6. TRIAL SERVICE INTRODUCTORY PERIOD

A full-time employee who is transferred (other than on a temporary basis) or promoted becomes a trial service employee upon the date of the transfer or promotion, and remains so until they have successfully completed a three-month trial service introductory period.

The trial service introductory period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service. However, should any such leave or break in service be greater than one month, the City may require that the entire trial service introductory period be restarted at the time the employee returns to work.

The trial service introductory period may only be extended when the City determines that such an extension is necessary to properly evaluate an employee's performance and determine whether or not they can completely and satisfactorily perform the job. In such case, the employee will be notified in writing of the reason for the extension.

For the purpose of this agreement, trial service introductory employees who are in the position classifications as set forth in this agreement, and who are employed on a regular full time status, will be considered as and entitled to all benefits with the exception of the ability to be considered for another transfer or promotion during the trial service period.

The City recognizes that the responsibilities and requirements of higher-level positions may not prove suitable to some employees, or to the City as determined by the performance results of the promoted employee. In the event a promotional assignment is found unsuitable, by either the employee or the City, consideration will be given to allowing the promoted employee to retreat to a former or comparable position for which the employee possesses demonstrated skill, knowledge, ability, and interest. If no such position is available, the promoted employee may be subject to termination with the opportunity to be rehired at a later time, in accordance with the layoff/recall provisions of this agreement.

4.7. SENIORITY

Seniority will, for the purpose of this agreement, be defined as an employee's length of full-time service since their last date of hire.

4.7.1. Non-Application of Seniority

Seniority does not apply and will not be required to be used as a determining factor in assigning particular types of work to employees within a position classification, or in assigning employees, equipment, shifts or places to work.

4.7.2. Seniority List

Seniority lists will be brought up to date at least semiannually, (January 1 and July 1) and will be posted in a conspicuous place.

4.7.3. Determination of Seniority for Same Day Hires

Seniority will be computed from the date of appointment. For the purpose of maintaining seniority integrity, no two employees will be hired on the same day.

4.7.4. Seniority Application

In all applications of seniority under this agreement the ability of the employee will mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined above, will govern.

4.8. LAY OFF

Whenever it becomes necessary to lay off employees, due to a shortage of work or lack of funds, the City will notify the employees and the union forty-eight hours in advance of such layoffs, except when such lack of work is caused beyond the control of the City. The layoff will be made within the division in inverse order of the employees City seniority, provided the employee who is retained is capable of satisfactorily performing the work with only simple instructions.

4.9. RECALL

When recalling, employees laid off will be recalled in the same group in the reverse order, if available, provided they can perform the essential duties of the position. Employees laid off for a period exceeding one calendar year will not be recalled under this article, but may be rehired as new employees. Upon recall from a layoff an employee is eligible for all benefits enumerated in this agreement.

4.10. ADDRESSES AND TELEPHONE NUMBERS

Each employee of the bargaining unit will keep the department head advised of his correct mailing address and of his phone number or a system for an immediate response. Any change in the mailing address, telephone number, or immediate response system should be reported to the department head immediately. Failure to comply with the above requirements may be grounds for disciplinary action and repeated failure will be grounds for discharge.

4.11. RESIDENCY REQUIREMENTS

In order to enhance community safety through shorter emergency response time all employees covered by this agreement will be responsible for residing in a proximity that will allow response time to call-outs of less than one hour of the call.

Employees who do not respond to call-outs in less than one hour will be subject to disciplinary action up to and including termination, unless the employee can provide proof that there was extenuating circumstances that prevented them from responding in the allotted time.

5 ATTENDANCE AND TIME OFF

5.1. WORK WEEK

The beginning of the work week for employees will be at 12:01 a.m. on Sunday and end at 12:00 p.m. the following Saturday. A basic work week will constitute forty hours. This

article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It will not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

An employee whose normal workday extends from one calendar day into another, or who works overtime from one calendar day into another, will be considered as working on the calendar day on which they started work.

5.2. EMPLOYEE CLEANUP PERIODS

All employees will be allowed clean up time, if needed, prior to meal and quitting time (five minutes for cleaning tools and five minutes for personal cleanup).

5.3. TIME ACCOUNTABILITY

The City will have the right to establish policy with regard to providing accurate accountability for employees' time and the employees will be required to comply with the policy. Employees will be given two fifteen minute breaks with pay during the normal work shift on the job site; the break time may be designated by the City. Employees will have a lunch break during the middle of their shift. It is incumbent upon the employees' honor not to abuse this privilege. Otherwise, it will necessitate that the City take appropriate action to eliminate the abuse. Break and lunch times are to be taken at times convenient to the efficient operation of the City with employees recognizing that they will not be able to take their lunch or mid-shift breaks until the urgent or critical aspect of their work has been completed. The City agrees not to abuse the delay of lunch or break.

5.4. CHANGES IN NORMAL WORKWEEK AND WORKDAY

Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the City will give notice of such change to the individual as far in advance as is reasonably practical. Summer hours, if implemented, will normally be scheduled for at least a week in duration. Employees will be notified at least one week in advance of both the commencement and conclusion of summer hours.

5.5. EMPLOYEE RESPONSIBILITY FOR RESPONSE TO CALL

Each employee is expected to work when called unless excused for sufficient reason, which is to be administered by reasonableness and fairness. Employees called in are expected to do whatever work is necessary even if such work is not a part of their regular duties.

An employee who refuses to comply with a call for emergency work will be subject to disciplinary action up to and including discharge, depending on the circumstances for the refusal. The City will have the right to require employees to perform call-outs as it deems necessary, the number to be determined by the City.

5.6. VACATION LEAVE

New employees will be eligible to take 40 hours vacation leave at six months and the remainder after one year of employment. Employees will not accrue vacation leave for any pay period during which they are on layoff or other leaves of absence without pay.

5.6.1. Vacation Accrual

Employees will be entitled to accumulated vacation time in accordance with the following schedule:

Years of Continuous Service	Hours of Vacation Accrued
At one year	80 hours
After one year	9 hours per month
After five years	12 hours per month
After sixteen years	16 hours per month

The rate of vacation pay will be the employee's regular straight time rate of pay in effect for the employee's regular job at the time the vacation is being taken.

5.6.2. Vacation Accumulation

Employees may accrue up to 300 hours of vacation leave. Employees will not be allowed to accrue vacation leave in excess of the maximum. (Reference Addendum A)

5.6.3. Scheduling Vacations

Employees wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but usually at least:

- 1 to 2 days off – request day before or at supervisor discretion
- 3 to 4 days – 5 calendar day notice
- 5 days or more – 30 calendar day notice

Employees are required to schedule ½ of their projected annual vacation leave accrual prior to the first day of January. Said request must be submitted to Department Head/supervisor.

Employees shall be required to take their scheduled vacation leave each year to enjoy adequate rest and relaxation. In the event the dates of scheduled time off need to be changed, the employee must reschedule within the same calendar year.

In terms of scheduling vacations and resolving any conflicts which may arise, the following procedure will be used in each division.

- Requests for vacation which are submitted during the month of December immediately preceding the calendar year will be processed giving preference to employees' seniority.
- Request for vacation which is submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received. In the event requests are received at the same time for the same vacation period, then seniority will be the determining factor.

Request for vacation will be granted upon approval of the department head or supervisor; unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of municipal service. Such requests, however, will not be arbitrarily denied.

5.6.4. Minimum Vacation Leave

Vacation leave will not be requested, approved or taken in increments of less than thirty minutes.

5.6.5. Vacation Cancellation

In the case of an emergency, as determined by department head, vacation leave may be cancelled. In the event of such cancellations, the cancellation and the rescheduling would be accomplished and based upon and consistent with the priority orders which were established for each vacation leave request in accordance with the previous section.

5.7. SICK LEAVE

Each employee of the City covered by this agreement will be entitled to accumulated sick leave. Employees will accumulate sick leave at the rate of six (6) hours of sick leave for each completed month of service up to a maximum of **960** hours.

Employees will not be allowed to accrue sick leave in excess of the maximum.
(Reference Addendum B)

Employees will not accrue sick leave for any month during which they are on leave of absence without pay.

5.7.1. Sick Leave Eligibility Requirements

New employees will accumulate sick leave credit for the month of hire if their first day of work is between the 1st and 15th. Sick leave will be credited on the first day of the month following the completed month of service and employees will be eligible for paid sick leave compensation upon completion of six months of employment.

5.7.2. Sick Leave Utilization Requirements

City provided sick leave should not be viewed as a right to be used at the employee's discretion, nor as a permissive level of absence. Rather, it is a privilege of paid time away from work duties where such absence is necessary under the following circumstances.

Employees with accrued sick leave credit will be allowed to utilize such sick leave for the following purposes:

5.7.2.1. Non-Duty Illness or Disability

An employee who has contracted or incurred and is suffering from any nonservice connected sickness or disability, which renders them unable to perform the duties of their position, will be eligible to receive accumulated sick leave, including periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

5.7.2.2. Duty Disability or Illness

An employee who is injured in the course of and arising out of his or her employment or who incurs an occupational disease compensable under the Missouri Worker's Compensation Act, may utilize his or her accrued sick leave to supplement workers' compensation benefits under the following circumstances:

In an amount sufficient to cover time lost from work (up to three days) when workers' compensation benefits are not payable;

To offset the cost of benefit deductions following a duty injury. Said sick leave may be used at a rate not to exceed compensation needed to cover benefit deductions; and

Sick leave may be used following a work related injury where the City physician has released the employee to return-to-work (with restrictions) however the employee needs additional time off due to pain and discomfort. Such absence would be limited to three days from the time the employee is released by the City physician to return-to-work.

5.7.2.3. Family Illness or Disability

Employees will be eligible to receive accumulated sick leave when there is a sickness or disability involving their spouse, child, parent, or dependent living in the household which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship will be made by the department head.

5.7.2.4. Maternity Leave

Employees who become pregnant will be eligible to use accumulated sick leave during maternity leave and for medical issues that may arise from pregnancy, making the employee unable to work. Leaves without pay for maternity purposes which are beyond medical necessity and beyond the limits provided herein will be granted in accordance with the Family and Medical Leave policy.

5.7.2.5. Paternity Leave

An employee who is expecting a child will be entitled to use accumulated sick leave for "paternity leave" for up to five days including labor and delivery.

The employee should advise their Department Head as soon as possible if the employee anticipates taking days off during labor and delivery and the subsequent recovery period.

Additional sick leave may be granted due to medical complications of delivery suffered by an employee's spouse or the new child(ren). Such additional sick leave will be granted only if written verification of the complications and the need for the employee to be absent from work is confirmed by the attending physician.

Leaves without pay for paternity purposes which are beyond medical necessity and beyond the limits provided herein will be granted in accordance with the Family and Medical Leave Act.

5.7.2.6. Bereavement Leave

In the event of the death of a spouse, parent or child an employee may request up to 40 hours of accumulated sick leave.

5.7.3. Sick Leave Pay

The rate of sick leave pay will be the employee's regular straight time rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

5.7.4. Sick Leave Notification

Employees who are requesting accumulated sick leave will notify the supervisor of the fact, and the reason therefore, at least an hour before the time specified for the beginning of their workday, or as soon as is reasonably possible. Notification shall be in the form of a phone call to the supervisor or designee. If an employee becomes sick or ill during their work shift, they must notify their supervisor prior to leaving work.

In the event no sick leave notification is made within thirty minutes after the start of the workday or if an employee fails to notify the supervisor prior to leaving work, the employee's supervisor will consider and handle the employee's absence as an absence without pay.

Sick leave notification as outlined above must be made for each workday that accumulated sick leave is being requested, unless this requirement is expressly waived by the employee's supervisor.

5.7.5. Sick Leave Certification and Approval

If the supervisor believes sick leave is being abused, he may at his discretion require the employee requesting paid sick leave to furnish substantiating evidence or a statement from the employee's attending physician certifying that absence from work was required due to one of the reasons set forth in Sick Leave Utilization Requirements above. In any case, such certification must be presented whenever sick leave is requested for more than three consecutive workdays in accordance with the Family and Medical Leave Act.

The Human Resource Director will have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an

employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave request, and establish limits and conditions for any further approved sick leave.

5.7.6. Sick Leave Abuse

The union agrees that it will aid the City to eliminate abuses of the sick leave provisions. In the event the sick leave provisions are continuously abused (i.e., frequent absences on Mondays, Fridays, or after pay day, before or after a holiday, consistently every month), the union recognizes that the City will have the right to impose strict controls on sick leave use during the life of the agreement.

If it appears that an employee is abusing sick leave, the employee will be counseled that continued abuse of sick leave will result in a requirement to furnish a medical certificate for each subsequent absence of sick leave regardless of duration. If the abuse of sick leave continues, the employee may be notified in writing with a copy to the division steward that for a stated period all future requests for sick leave must be supported by a medical certificate certifying the incapacitation from duty and the duration of the incapacitation prior to the sick leave being approved. Employees may be required to furnish a medical certificate for each absence of sick leave which occurs on the regular workday before or after a holiday, pay day or when the employee is on vacation.

An employee who abuses sick leave will be subject to disciplinary action up to and including termination.

Absences covered by the Family and Medical Leave Act are federally protected and will not be subject to disciplinary action.

5.8. HOLIDAYS

The following will be paid holidays for all eligible employees:

1	New Year's Day	5	Independence Day	9	Thanksgiving Friday
2	Martin Luther King Jr. Day	6	Labor Day	10	Christmas Eve
3	President's Day	7	Veteran's Day	11	Christmas Day
4	Memorial Day	8	Thanksgiving		

5.8.1. Designated Holidays

If the holiday falls on Saturday, Friday will be observed as the holiday, and if the holiday falls on Sunday then Monday will be observed as the holiday.

5.8.2. Holiday Eligibility

An employee observing an authorized holiday will receive eight hours pay at his hourly rate providing he works his last regular scheduled shift preceding and his first regularly scheduled shift following the holiday, subject to Excused/Un-excused Absence described below.

5.8.3. Excused Absences

Employees' absent immediately prior to or following a City holiday due to the following reasons will be deemed to have worked on these qualifying days and will receive holiday pay: death in immediate family, jury duty, vacation leave, and approved sick leave.

5.8.4. Un-excused Absences

Absences including workers' compensation leave, unpaid family and medical leave and other leave without pay, occurring immediately prior to or following a holiday or the day of the holiday (when scheduled to work) will disqualify the employee from holiday pay.

5.8.5. Holidays during Vacation Period

In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday may be considered as a holiday and will not be counted against the employee's vacation.

5.9. FUNERAL LEAVE

In the event of a death in the employee's family including spouse, child, parent, sibling, grandparent, grandchild; spouse's parents, child, grandparent, sibling, or grandchild the employee will be given time off to attend the funeral.

An employee may be granted up to three days funeral leave. An employee will be expected to discuss with their supervisor the amount of time that is actually needed.

Employees may take funeral leave for the day of the funeral. If the employee has to travel more than two hundred miles, the employee may take a second or third day of funeral leave for travel time to and from the funeral provided the travel day is immediately

before or after the funeral day and not a scheduled day off. In all cases, proof of attendance should be provided upon request.

In the event of the death of the employee's spouse, parent, or child the employee may request up to 40-hours of bereavement leave (see Sick Leave policy).

One union representative of the bargaining unit will be allowed to attend the funeral of an employee of the bargaining unit without loss of pay not to exceed four hours.

5.10. WORKER'S COMPENSATION LEAVE

All employees of the City are extended workers' compensation coverage as provided under Missouri law. An injured employee will be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to that injury during days the employee is working. Refer to employee handbook for all other provisions.

5.11. UNAUTHORIZED ABSENCE

Employees who are absent without notice or authorization may be subject to disciplinary action. Unauthorized leave or unexcused absence will not be compensated in any form by the City.

An employee who is absent from work without approval from supervisory personnel for three or more days will be considered absent without authorized leave. The City will regard the job as abandoned, and the employee automatically terminated.

5.12. SEPARATION FROM SERVICE

Employees who separate from service will receive vacation and sick leave benefits as described below. The amount of payment will be calculated based upon the employee's regular straight time rate of pay in effect for the employee's regular job on the last workday of the employee's employment.

5.12.1. Vacation Benefits

An employee, who is laid off, resigns, retires, or is otherwise separated from the service of the City, will receive vacation pay for accrued vacation leave. Vacation leave will be withheld until all City issued uniforms, keys and equipment have been returned.

5.12.2. Sick Leave/Retirement Benefits

Employees hired prior to August 1, 2009 will be paid for 50 percent of their total accrued sick leave up to a maximum of 480 hours upon their retirement, including disability retirement, from the City of Kirksville. Retirement will be defined as outlined in the LAGERS retirement program.

5.13. LAY-OFF BENEFITS

An employee laid off may receive two weeks' notice of layoff. However, should it be inadvisable or impossible to give advance notice of layoff, pay in lieu of notice may be granted by the City Manager.

Pay in lieu of notice will not be granted to an employee who has less than one-years' service, has been promised reinstatement within 30-days of the layoff, is laid off due to acts of God (such as fire, storms, floods, etc.).

6 COMPENSATION

6.1. CITY PAY PLAN

All workers employed pursuant to this agreement will be classified and paid in accordance with the City of Kirksville Pay Plan, copies of which are on file in the Human Resource office. Being marked and designated City of Kirksville Pay Plan and its regulations, provisions, conditions and terms are hereby adopted and made part of this agreement as if fully set out herein. The City reserves the right to amend the Pay Plan or its provisions, regulations or conditions thereof, in keeping with the needs of the organization. Any major changes or revisions in the Pay Plan will be discussed with the union prior to implementation.

The effective date for pay changes will be the beginning of the payroll period (retroactive) when the event occurs in the first week of the payroll period; or the beginning of the following payroll period if the event occurs in the second week of the payroll period.

6.2. WAGES AND BENEFITS

Employees covered by this agreement will receive the same salary increases and benefits (insurance and retirement) as other City employees. Such increases are in addition to all in-range step increases to which employees may be eligible on their anniversary dates during the term of this agreement.

6.3. MEDICAL/DENTAL INSURANCE

The City will agree to meet and confer with the union prior to any changes being made in the premium percentage paid by the City for medical and dental insurance.

6.4. PAY CHECKS

Pay day will be every two weeks. Pay periods will close at 12:00 p.m. on alternate Saturdays. Paychecks will be issued on alternate Thursday's after the close of each pay period. Employees will receive their check by 11:00 a.m., if possible, and in the event this cannot be done, the paychecks will be issued not later than 4:00 p.m. unless an emergency delays it further.

Along with the employee's paycheck, the City will submit to the employee a check stub indicating gross pay, net pay, total regular hours paid, total of overtime hours paid, all standard employees authorized deductions, social security and income taxes.

6.5. OVERTIME

Employees covered by this agreement will be paid one and one-half times their regular straight time hourly rate of pay for all authorized hours of work in excess of (40) forty hours in a workweek. It is specifically understood by the parties that this overtime pay provision will not apply to court time and standby time.

Paid time off due to vacation leave, sick leave, jury duty and funeral leave is not considered hours worked in computing overtime in the workweek.

The opportunity to work overtime will not be arbitrarily refused unless the employee is unable to work overtime due to an illness or prior commitment. The City reserves the right to assign overtime to those employees who normally perform and are qualified to do the work.

6.6. EMERGENCY STANDBY

When the City requires that an employee must be available for emergency standby work the employee will be compensated at the rate of one hour of pay at the regular rate for each eight hours of standby.

No employee on standby duty is expected to attempt any procedure which he considers unsafe within the requirements of the operation. If additional help is required to perform a job, employees will follow specified department procedures. Safety equipment will be used and safety procedures followed same as during regular working hours.

The Equipment Operator listed on the emergency standby roster will receive the initial call. The Equipment Operator will then assess the situation. The Equipment Operator is responsible for calling the Maintenance Worker or additional personnel to address the emergency, if required.

All employees must have a telephone for call out. Employees will forfeit standby pay and be subject to disciplinary action if they are unable to report to work or cannot be located.

The emergency standby list will be composed of one Equipment Operator and one Maintenance Worker and one employee from the Wastewater Treatment Division. Standby will be paid to the Water Treatment Plant Utility Operator II when he is on call and not receiving work-out-of-class (e.g., days off). Standby may be assigned to other positions when deemed necessary by the department head for the efficient provision of City services.

Standby will not count toward overtime and will be rotated equally among all division employees. An employee who is called in to work while on standby will receive overtime pay in accordance with other standard overtime provisions in the union agreement.

6.7. SHIFT DIFFERENTIAL

A shift differential of \$1.00 per hour will be paid for hours worked when at least 50 percent of an employee's regularly scheduled shift occurs before 7:00 a.m., or after 4:00 p.m. The City agrees not to alter shifts to avoid the payment of shift differential, but reserves the right to change shift schedules deemed in the best interest of the City and its efficient operation. The department head may assign temporary shift schedule changes for other positions not listed above.

Shift differential will not be applicable to split shifts, to "call-backs," or to temporary changes in work schedules of less than eight hours. Shift differential will not be applicable to work performed as overtime work nor work performed earlier than an employee's normal shift, and will not be paid for any paid time off (vacation leaves, sick leave, holiday leaves).

6.8. MEAL ALLOWANCE

When an employee is required to work three consecutive hours after his regular shift time, the employee will be reimbursed ten dollars' (\$10.00) meal allowance and for each five consecutive hours worked thereafter the employee will be reimbursed an additional ten dollars (\$10.00) and allowed a break, not to exceed thirty minutes, to eat the meal. Meal allowance of ten dollars (\$10.00) will be paid for emergency call-backs for each five consecutive hours. Meal allowance will not be paid for scheduled overtime or when food is provided by the City.

6.9. CALL-OUT PAY

An employee called out to work before or after their scheduled work shift and having left the premises, will be guaranteed a minimum of three hours work at the overtime rate. All call out hours worked in excess of three hours will be paid at the overtime rate until the call out runs into the employees regular scheduled shift. The hours paid for call out will not be credited toward hours worked in the week for overtime purposes.

An employee will receive three hours at the overtime rate for the initial call out. If the employee is called out again during the initial three hours the employee will not be paid for an additional call out unless the call out exceeds the initial call out hours.

6.10. NO PYRAMIDING

Compensation will not be paid more than once for the same hours under any provision of this article or agreement.

6.11. WORK-OUT-OF-CLASSIFICATION

To assure the orderly performance and continuity of municipal services, the City may need to temporarily upgrade employees on an acting basis to positions of a higher rank.

6.11.1. Temporary Upgrade within in the Bargaining Unit

Any worker may be shifted by the City from one classification of work to another classification of work within the bargaining unit, or from one piece of equipment to another piece of equipment. If the worker is required to work in a higher classification for a period of four (4) consecutive hours or more, then the worker will receive the rate of the higher classification (a minimum of 5 percent or no more) than highest step of the higher range effective as of the first day of the temporary transfer period.

6.11.2. Temporary Upgrade to Exempt Positions

A worker may be upgraded to an exempt position outside the bargaining unit upon approval of the Department Head to cover temporary vacancies or absences of two or more consecutive workdays. Temporary appointments cannot fully assume all responsibilities of the incumbent and therefore are not eligible for exempt pay status.

Employees compensated in Range 10 of the Pay Plan will receive a 10 percent adjustment in pay when they assume the duties of the exempt position.

Employees compensated in Range 9 of the Pay Plan will receive a 15 percent pay adjustment when they assume duties of the exempt position.

The City reserves the right to determine the need for temporary upgrading of employees to supervisory positions during vacancies or temporary absences. The absence of an exempt supervisor will not obligate the City to pay work-out-of-class compensation.

6.11.3. Temporary Upgrade for Training Purposes

Any worker may be shifted by the City from one classification of work to another classification of work, or from one piece of equipment to another piece of equipment, for training purposes.

If the employee is training for a different classification other than his regular duty assignment, the employee will not receive the rate of wages for the classification that he is training for.

6.11.4. Selection for Temporary Upgrading

The selection of an employee for temporary upgrade will be made at the discretion of the Department Head (or Supervisor), taking into consideration the applicable qualifications and requirements of the position to be filled, and the qualifications and job performance of those employees eligible for temporary upgrade.

6.12. USE OF PERSONAL VEHICLES

Employees, who are authorized to use their privately owned motor vehicles in the course of City business, will be compensated at the current City reimbursement rate per mile. If reimbursed by the mile a voucher covering the use will be prepared and approved by the Department Head for mileage charges.

7 TRAINING AND CERTIFICATION

7.1. CERTIFICATION REQUIREMENTS

It will be the responsibility of each employee to meet and maintain certification requirements, or any other requirements for the performance of his job responsibilities.

The employee will not lose pay for time necessarily spent during regular working hours in keeping these certifications up to date while attending City authorized training. The employee will be reimbursed for all reasonable and necessary cost involved in securing a certification under this article.

The failure of an employee to obtain or maintain a required certification will result in the suspension or discharge of the employee.

New and promoted employees must obtain required license or certification as a condition of successful completion of their introductory period. The department head may extend such introductory periods when, in the opinion of the department head, a failure to obtain a required license or certification is due to circumstances beyond the control of the City and/or the employee.

7.2. TRAINING

The City will endeavor whenever practicable to train employees in the operation of various types of equipment and provide opportunities to gain higher certifications in order to prepare employees for advancement.

Selection of employees for additional training may be at the request of the employee subject to City approval and budget constraints. If two or more employees should request such training, selection will be made on the basis of seniority, qualifications, and number of hours previously spent in this training so as to equalize training hours. An employee is not precluded from obtaining additional training on the employee's own time at the employee's expense.

Training time will accrue in increments of not less than one-hour periods.

Records will be kept by the department head as to the number of hours required to train and/or certify an employee on equipment.

Supervisors will maintain a training log sheet verifying training hours on heavy equipment and upon completion of training will certify employee competency on heavy equipment.

A certificate of completion will be issued to the employee with a copy to the Human Resource Director before an employee is permitted to operate equipment.

7.3. VALID MISSOURI COMMERCIAL DRIVER'S LICENSE

Employees are required, as a condition of employment, to obtain and maintain a Commercial Driver's License with specified endorsements as required by State Law.

The Commercial License requirement for each position is listed as a Special Requirement in the employee's job description.

The City agrees to provide equipment and up to one-half hour training on-duty time to assist employees in obtaining their designated commercial license. Employees will be

allowed to take the Commercial Driver's test during working hours at a time designated by the City.

The City agrees to pay the differential cost of the employee's first commercial license and a standard driver's license, upon the employee presenting a paid receipt to the Department Head. The employee will be responsible for all future costs associated with keeping and maintaining the required valid Missouri Driver's License.

The failure of an employee to obtain or maintain a required certification will result in the suspension or discharge of the employee.

8 SAFETY AND HEALTH

8.1. LABOR/MANAGEMENT MEETINGS

The City will meet with a Union Committee (as needed) to discuss and resolve problems of mutual concern. The Union committee may consist of two union employees selected by the union and the union representative. Grievances will not be discussed at such meetings.

These meetings will also be used to discuss issues concerning safety; however, any grievance filed over a safety issue will automatically be filed at Step 2 of the grievance procedure.

In addition the union and City may come together to discuss wages in August of each year of the agreement upon the request of the union.

Agenda's for the meeting will be submitted by the union to the City Manager at least two weeks prior to a scheduled LMC meeting. The meetings will be scheduled at a time; place and date mutually agreed upon but will be conducted on the premises during normal working hours. No overtime pay will be given for time spent for attending these meetings.

The City will conduct monthly safety meetings with all the employees of the City covered by this agreement during working hours. These meetings may be canceled by the union and the City by mutual agreement.

8.2. WATER AND ICE

The City will furnish clean, fresh drinking water and ice on all job sites during the summer months and when conditions warrant and will furnish sanitary paper drinking cups, ice and water as soon as practical after the starting time.

8.3. EMPLOYER SUPPLIED SAFETY EQUIPMENT

The City believes that employees must have adequate equipment, tools, and supplies with which to perform their jobs. The City will supply any special tools, safety vests, hard hats, gloves, safety glasses, face masks or breathing apparatus, rubber boots, rubber coats and rain hats when necessary and when working conditions warrant, and other special equipment it deems necessary for the efficiency and safety of all employees. Employees are responsible for the proper use and care of equipment, tools, and supplies issued to them. With the exception of normal expected wear and tear, employees will be responsible for replacing lost or negligently damaged equipment and/or supplies issued to them.

8.4. UNIFORMS

The purpose of this policy is to establish uniform guidelines for public service employees in order to maintain consistency throughout all divisions in regards to dress, as well as to clearly and professionally identify employees to the public and fellow employees.

All employees who are provided with a uniform are required to wear the uniform during duty hours. Uniforms generally will consist of a cap (caps are optional to be worn at the employees discretion but if worn will be a cap with the city logo), work shirt (including big and tall) or DOT tee-shirt, jeans or bibs and coat or coveralls.

The supervisor of each division will be required to enforce this policy if an employee fails to wear a proper uniform on a regular workday.

The department head or designee will maintain a list of City issued equipment and clothing issued to the employee (signed by the employee) to ensure there are no questions what items were issued.

Employees are not permitted to wear uniforms provided by the City during off-duty hours.

8.4.1. Uniform Pants and Leather Footwear

Employees will receive a \$300 uniform allowance each year to purchase uniform pants and leather boots. All pants and bibs will be blue denim and must not have holes, rips, raveling or tears. Employees are required to wear a minimum six inch leather boots to work.

8.4.2. Uniform Shirts

The City will provide work shirts and/or summer tee-shirts with City logo. Work shirts must be tucked-in and buttoned at work.

8.4.3. Cold Weather Clothing

All employees who work in outside weather conditions will be provided with a winter coat, bibs or coveralls, and two hooded sweatshirts. No emblems or logos are to be added to garments at any time unless issued by the City. Cold weather clothing will be replaced when it is determined by the department head that it is in a worn condition or not presentable to the public. Employees may retain one set of cold weather clothing for work to serve as backup.

- Lost jacket replacement will be replaced at the employee's expense.
- Uniform shirts, coats, bibs, and coveralls worn out or damaged while on duty will be repaired or replaced by the City. Employees must notify the supervisor at the time of damage.
- To receive a replacement coat, bib, or coverall, the old item must be turned in to the department head.
- Hooded sweatshirts will be provided annually.

8.4.4. Care of Uniforms

Employees will be required to launder their own uniforms and report to work in clean uniforms. Employees, whose uniforms are excessively soiled, while on the job, will be allowed to wash and dry said clothing in the city-owned equipment during lunch or after hours.

8.4.5. Return of Uniforms and Clothing

All items as provided above, including protective clothing and protective devices, remain the property of the City and are only to be used in accordance with the departmental work rules. Upon separation, all items, other than pants, must be returned by the employee before accumulated vacation leave will be paid.

8.5. DRUG SCREENING PROGRAM

The law charges the City with the responsibility to insure a "drug free workplace." The City of Kirksville reserves the right to maintain a drug free workplace program within legal requirements outlined in Federal and State guidelines. Reference the Administrative Policy Manual, Alcohol and Controlled Substance Testing Policy for Commercial Drivers.

8.6. PHYSICAL STANDARDS ASSESSMENT

All employees will participate in periodic physicals to determine if the employee is physically capable of performing the essential functions of their job. For the purpose of this policy "periodic" will be defined as one physical at least every two years.

The physical will be performed by a City physician and will consist of tests that the City physician deems necessary to determine if the employee is capable of performing the essential functions of their job. The City physician will utilize the Commercial Driver's License standards, and will review a copy of the job description and return to work evaluation to determine an employee's fitness for duty.

Notification will be made to the participant by the City physician conducting the screening of any abnormal findings. Follow-up with the employee's family physician will be the responsibility of the employee. If the City physician determines that an employee is unfit for duty, the employee may be placed on leave until such medical problems are corrected and the employee is released by the City physician to return to work. An employee determined to be unfit upon completion of his family and medical leave will be dismissed.

Should there be a dispute between the City physician and the employee's personal physician as to the employee's ability to work the two physicians will mutually select a third physician. The assessment of the third physician will be the ruling opinion.

Health screening results will be held in strict confidence between the patient and the City physician.

9 DISCIPLINE

The primary purpose of the disciplinary system is to correct improper behavior. Possible actions include counseling, oral and written warnings, probation, suspension and discharge. The specific action to be taken will depend on the nature of the offense, the circumstances and the employee's previous record.

The City ascribes to the tenets of progressive discipline where practical and appropriate. When a violation of City rules, ordinances or directives is serious enough, the City is not obligated to follow progressive discipline and may proceed immediately to, suspension or discharge. All suspensions and discharges are subject to the approval of the City Manager.

If an employee feels a disciplinary action was unfair the employee may grieve the action through the grievance procedure.

10 DISPUTE RESOLUTION

10.1. GRIEVANCE DEFINED

A grievance will be defined as any dispute regarding the "expressed" and not "implied" meaning, interpretation or application of the terms and provisions of the agreement.

10.2. GRIEVANCE PROCEDURE

An employee who believes he has a grievance must submit his complaint orally to his supervisor or designee within three days (Saturdays, Sundays, and holidays excluded) after the occurrence of the event upon which the grievance is based and the counting will commence the day after the alleged grievance occurred.

If such employees had no knowledge of the event within the three-day period, he must submit his complaint within three days after he does have knowledge thereof or within five days after conditions were such that the employee should have known of such occurrence.

His supervisor or designee will give the aggrieved employee an answer within three days (Saturdays, Sundays, and holidays excluded) after the complaint has been submitted to him. The employee may request his supervisor or designee to permit his steward to be present when he submits his complaint orally to his supervisor or designee. In the event the grievance is not settled in this manner, the following procedure will apply:

10.2.1. Step 1 Grievance

Any regular employee of the City having a grievance will briefly, in writing, state the facts upon which the grievance is based, when they occurred and what relief is sought, and submit the same to his supervisor or designee within five days after the Oral Step.

Within five days after receipt of this written grievance, his supervisor or designee will transmit to the department head the grievance. The department head will, within five days of the receipt of the grievance, set up a meeting with the aggrieved employee and the union grievance committee for the purpose of finding full facts regarding the grievance.

The department head will within five days after the meeting, make a decision on the issue presented by the grievance, in writing, and deliver a copy of such transmittal to the employee submitting the grievance and the local union.

In the event that more than one aggrieved employee is involved in the grievance, one of the aggrieved employees will be designated as the representative to meet with the union grievance committee and the department head.

10.2.2. Step 2 Grievance

If the exclusive representative of the union or designee is not present during Step 1 of the grievance procedure, the City or the aggrieved employee(s) may elect to hold a second Step 1 meeting with the union representative present. Such meeting is to be for review of the events and decisions through the original Step 1 meeting and may or may not; change the status of the grievance.

10.2.3. Step 3 Grievance

In the event that the union desire's further considerations of the grievance it will, within ten days after receipt of Step 2 decision, identify the grievance and submit a written request that the grievance be considered by the City Manager.

Upon receipt of the request for further consideration of the grievance as aforesaid, it will be the duty of the City Manager, within ten days of the receipt of the written request, to call a meeting with the aggrieved employee or the representative of a group of aggrieved employees and the union grievance committee, the union representative or designee who may not be a City employee covered by this agreement before his decision is made.

The City Manager will then give his decision in writing and the same will be delivered to the employee, grievance committee and union not later than ten days from and after the aforesaid meeting.

10.2.4. Step 4 Grievance

If the settlement is not reached after the decision of the City Manager is rendered or within twenty calendar days after submission to the City Manager, in writing, the union will have the right to request a hearing before the City Council by serving notice to the City Manager in writing.

The City Council reserves the right to hear or refuse to hear any grievance not settled by Step 3. The decision of the City Council will be in writing to the employee with copy to the exclusive representative of the union.

The decision of the City Council will be final and binding on the employee and City Manager. This does not prevent the employees or union from seeking action through the courts.

10.3. SAFETY GRIEVANCE

A grievance involving an alleged violation of this article may be submitted directly to step two of the grievance procedure and a grievance hearing will be promptly scheduled.

10.4. GRIEVANCE COMMITTEE

Members of the union grievance committee will not contain more than two employees of the City who must also be members of the "bargaining unit" covered by this agreement. No overtime pay will be given for time spent in resolving grievances.

10.5. TIMELINESS

The parties may mutually agree to refer a grievance to a higher step of the procedure for disposition instead of hearing it at a lower step.

Any grievance not appealed by the union in writing within the time limits established in the grievance procedure will be considered settled on the basis of the City's last answer, unless prior modified time limits are agreed upon by the parties.

10.6. INVESTIGATING/PROCESSING GRIEVANCE

The employee, grievance committee or witnesses will not lose pay during the first three steps of the grievance procedure as outlined in this agreement. The grievance committeeman will be allowed a reasonable amount of time during working hours to investigate and handle grievances after receiving permission from his supervisor or designee. Such permission will not be arbitrarily denied. Both parties agree not to abuse this article.

10.7. WITHDRAWAL OF GRIEVANCE

The union may withdraw any grievance without prejudice as to that grievance at any step of the Grievance Procedure. The union will do so in writing.

In the event the City does not answer a grievance within the time period provided, the grievance will be automatically advanced to the next step of the grievance procedure except, no grievance will automatically be advanced to Step 4 without the consent of the City Council. The parties may agree to modify the time limits for good cause.

10.8. EMPLOYEES EXCEPTED FROM GRIEVANCE PROCEDURES

The Grievance Procedures of this article will not be available to employees in the following situations:

- Temporary employees, defined as those individuals retained by the City on a limited, indefinite basis with the intention of limiting their total number of hours worked in a year to fifteen hundred, and have no benefits, seniority, grievance rights other than for safety issues, or appeal privileges.
- Introductory employees will be excluded from grieving any disciplinary action, including suspension or dismissal. They will be excluded from grieving any actions which are deemed as management prerogatives as spelled out in the Management Rights. Introductory employees will be allowed all other grievance rights.

11 SAVINGS CLAUSE

11.1. BARGAINING RESPONSIBILITIES

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this agreement.

Therefore, the City and the union, for the life of this agreement, each voluntarily and unqualified waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

11.2. UNSUCCESSFUL NEGOTIATIONS

If bargaining is unsuccessful, interest arbitration, binding interest arbitration, and binding mediation are not available to resolve the dispute (RSMo 105.580.6). Nothing in the legislation can be construed so as to grant public employees the right to strike as a means of resolving negotiations (RSMo 105.530).

11.3. RATIFICATION

Tentative agreements reached during bargaining are not binding upon either party (RSMo 105.580.5). Before the proposed bargaining agreement is presented to the City Council for adoption, the Union, as a condition of its presentation, shall establish that it has been ratified by a majority of its members. The City Council may approve the entire agreement or any part thereof. If the City Council rejects any portion of the agreement,

the City Council may return any rejected portion of the agreement to the parties for further bargaining, adopt a replacement provision of its own design, or state that no provision covering the topic in question shall be adopted. Any tentative agreement reached between the parties' representatives shall not be binding on the City or labor organization. (RSMo 105.580.5).

11.4. SUNSHINE LAW

Meetings between the City and the Union regarding the labor agreement are public/open meetings under the Sunshine Law and cannot be closed (RSMo 105.583.1).

Bargaining proposals exchanged between the City Council and the Union are public/open records under the Sunshine Law and cannot be closed (RSMo 105.583.2).

11.5. ENTIRE AGREEMENT

This agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

11.6. LOCK-OUTS

The City agrees that so long as this agreement is in effect there will be no lock outs. The closing down of the operations or any part thereof or curtailing any operation for economic reasons will not be construed to be a lockout.

11.7. OTHER RIGHTS

Nothing contained in this agreement will be construed so as to prevent either party from exercising any rights which it might have under Federal or State law. Nor will the agreement be construed so as to prevent recourse to any court of competent jurisdiction, either law or equity, for enforcement of or for breach of the contract.

11.8. TERMINATION AND LEGALITY CLAUSE

If any provision of this agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement will remain in full force and effect for the duration of this agreement and the parties will meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty days following commencement of the initial meeting then the matter will be postponed until contract negotiations are reopened.

11.9. APPLICABILITY TO PERSONNEL POLICIES

Any subject, item or issue not otherwise covered by this agreement will be handled under the Employee Handbook.

11.10. APPROVED BY CITY COUNCIL

This agreement will, within a period of twenty-one days, be submitted to the City Council with a request for the ratification of the agreement and for the funds necessary to implement the herein economic provisions and for approval of any provisions of the agreement which are in conflict with any special act, ordinance, rule or regulation adopted by the City.

11.11. TERM

This agreement will be in effect from the date of signing, and will continue in full force and effect until **December 18, 2021** and will continue thereafter unless written notice to change, revise or terminate the agreement is served by either party.

Signed this _____ day of _____, 2018.

Laborer's Local #773

City of Kirksville, MO

Robert Schroeder
LIUNA Special Trustee

Mari E. Macomber, City Manager

Clint B Taylor, Business Manager
Southern & Central Illinois District
Council

Glenn Balliew, Public Works Director

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