

**THE CITY OF LEE'S SUMMIT, MISSOURI**

**AND**

**LOCAL LODGE 778**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**AND AEROSPACE WORKERS, AFL-CIO**

**2019-2022 LABOR AGREEMENT**

## ARTICLE I – PREAMBLE

**Section 1.01** This Agreement has been developed by Local Lodge 778 of the International Association of Machinists and Aerospace Workers, AFL-CIO, (herein called the “Local”) and the City of Lee’s Summit, Missouri (herein called the “City.”)

**Section 1.02** In the event that any provision of this Agreement conflicts with any City or Divisional personnel or operational policy, the provisions of this Agreement shall be controlling. The parties recognize that City and Divisional policies will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of any policy do not conflict with the provisions of this Agreement, the policies shall be enforceable.

**Section 1.03** Sections marked herein with the notation “[Note: 105.585 RSMo]” are included due to the requirements of Missouri House Bill 1413 (2018), effective August 28, 2018. In the event any provision of Bill 1413 is declared to be unconstitutional or otherwise in violation of the law by a court of competent jurisdiction, all related sections herein will be null, void, and of no further effect. Where appropriate, a substitute provision is included which will replace sections stricken pursuant to this section.

## ARTICLE II – RECOGNITION

**Section 2.01** The City recognizes the Local as the exclusive bargaining representative for wages, hours, benefits, terms and conditions of employment for the following full-time and regular part time positions:

- Public Works Department Operations Division
  - Apprentice Operator
  - Operator
  - Skilled Operator
  - Senior Operator
- Water Utilities Department Operations Division
  - Utility Worker Trainee
  - Utility Worker
  - Utility Specialist I
  - Utility Specialist II
- Water Utilities Department Business Services Division
  - Meter Technician
  - Meter Specialist
- Administration Department Fleet Division
  - Mechanic
  - Mechanic/Inventory Technician
- Administration Department Central Building Services Division
  - Custodian

**Section 2.02** In the event any new job classification is created that will perform any of the work regularly and consistently assigned to any of the personnel working in any of the job classifications listed above, or such work is assigned to a current classification not in the bargaining unit, the City will bargain with the Local regarding whether the job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Local regarding the duties and wage scale for the classification.

**Section 2.03** The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, union membership status or lawful union activities, marital status, political affiliation, or membership in any other category or classification that is protected by law.

**Section 2.04 Duty of Fair Representation. [Note: 105.585 RSMo.]**

The Local has a duty of fair representation to represent all employees in the bargaining unit fairly, in good faith, and without discrimination.

**Section 2.05 Right to Refrain from Labor Organization Activity. [Note: 105.585 RSMo.]**

Employees have the right to refrain from engaging in and supporting labor organization activity as well as the right to oppose labor organization activity.

**ARTICLE III – MANAGEMENT RIGHTS**

**Section 3.01** Except as otherwise expressly provided in this Agreement, the City retains the right to manage each of the Divisions identified in Article II, above, both directly and as delegated to its Departmental Directors and their subordinates, including, but not limited to the right to:

- (a) Determine the mission of the City and each Division;
  - (b) Direct the working forces;
  - (c) Hire, classify, assign, promote, and transfer employees;
  - (d) Assign work and revise working schedules as needed;
  - (e) Suspend, demote, discipline, and discharge employees with just cause;
  - (f) Relieve employees from duty because of lack of work or other legitimate reasons;
  - (g) Change existing methods, operations, facilities, equipment and type or number of personnel;
  - (h) Make, amend, and rescind reasonable personnel policies, operational policies, work rules, and safety rules consistent with this Agreement and applicable law, after discussion with the Local as provided herein;
  - (i) Determine to contract for the provision of services to the City or to have such services performed by employees of the City, so long as such decision does not result in the part-timing or layoff of any bargaining unit personnel;
  - (j) Maintain and/or take steps to enhance the efficiency of the operation of each Division;
- and

(k) Take whatever actions may reasonably be necessary to carry out the mission of the City and each Division.

**Section 3.02** The foregoing powers, rights, authority and responsibilities, and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

**Section 3.03** Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Divisions from complying with any duty or obligation placed upon the City and/or the Divisions by operation of law.

#### **ARTICLE IV – UNION RIGHTS**

**Section 4.01 Stewards.** The Local shall have the right to appoint two Stewards per Division as listed in Section 2.01, above, except that there shall only be one Steward in the Fleet Division, the Central Building Services Division and the Business Services Division of Water Utilities. The Union shall also designate one Alternate Steward in each Division. The Local will provide the City with up-to-date lists of the Local's Stewards and Alternates. The City will only recognize as Stewards and Alternates those individuals submitted on the most recent list. Alternates shall only be eligible to attend to Union Business in the event of the absence of a Steward.

**Section 4.02 Union Business. [Note: 105.585 RSMo.]**

Local representatives and public employees will not receive or accept paid time, other than unused paid time off that was accrued by such public employee, from the City for the purposes of conducting labor organization-related activities concerning collective bargaining on behalf of the labor organization, including but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity. Local representatives and public employees will receive paid time off (not be required to clock out or use accrued paid leave) for (a) meetings with management for the purpose of grievance-handling, advisory committees, establishing a work calendar, and internal and external communication with the approval of the supervisor; and (b) up to two hours per month for Union business not included in (a), above.

This section is included due to the requirements of Missouri House Bill 1413 (2018), effective August 28, 2018. In the event the above provision is declared to be unconstitutional or otherwise in violation of the law by a court of competent jurisdiction, the above paragraph will be null, void, and of no further effect and the following provision will become effective:

Stewards shall be paid when attending meetings with managerial personnel. Additionally, Stewards may devote up to two (2) hours of working time per month to Union business, with the approval of their supervisor. Stewards may perform other Union business while

not on duty, without pay, at their own discretion so long as such business does not interfere with the work of any on-duty personnel.

**Section 4.03 Orientation.** The City agrees that all new personnel hired to fill represented positions shall, while on duty and during their orientation process be given a presentation from the Local. During the presentation, the representative(s) of the Local will provide copies of this Agreement, explain the Local's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Local and membership therein, and will offer membership in the Union to each new employee.

**Section 4.04 Bulletin Boards.** The City agrees to allow the Local to maintain a bulletin board in each Division. Bulletin boards will be furnished by the Local, and will be for the exclusive use of the Local and bargaining unit employees. All items placed on the bulletin boards shall be initialed and dated by the appropriate Steward. Any incendiary, inappropriate, or disruptive items may be removed by Management or the Local, after discussion between the parties.

**Section 4.05 Dues Deduction.** Upon submission by the Local to the Finance Director of appropriate authorization cards, the City agrees to deduct monthly union dues from the pay of each individual employee who has authorized such deduction. The City will remit deducted amounts to the Local on a monthly basis, or more frequently as the payroll system reasonably allows. The Union will notify the City of any changes in deduction rates at least thirty (30) days before such changes are to be put into effect.

**Section 4.06 Release of Information.** The City shall, upon request, provide to the Local information, statistics, and records reasonably relevant to the Local's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves personal or medical data, the City may require the Union to present a signed release from each employee covered by the request.

In the event the City estimates that responding to a single information request will require production of more than 500 pages of information that is not available in electronic format, and/or will require more than four hours of staff time to research or prepare, the City shall notify the Union of this fact and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Union be charged if the actual cost of research, duplication, and copies is less than \$300.00.

**Section 4.07** The Local shall defend, indemnify, and hold harmless the City in the event that any City employee files any claim of any kind against the City, for unauthorized dues deduction or release of information, if such deduction or release was pursuant to information received from or a request for information submitted by the Local.

## ARTICLE V – PAST PRACTICES

**Section 5.01** A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement that establish terms or conditions of employment that exist outside the provisions of this agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established. However, the parties acknowledge that past practices with regard to the interpretation of this agreement may exist and may be used by either party in any proceeding in which the interpretation of a provision of this Agreement is at issue.

## ARTICLE VI -- LABOR MANAGEMENT COMMITTEES

**Section 6.01** There shall be an Interdivisional Labor/Management Committee, as well as a Labor/Management Committee established in each Division, consisting of management representatives, Local Stewards, and the IAM Representative (if available). These Committees will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The Divisional Committees shall meet as needed, upon request by any member, to address Divisional issues. The Interdivisional Committee shall meet when necessary to address topics, policies, procedures, rules, or practices impacting multiple Divisions.

**Section 6.02** The parties mutually acknowledge that the purpose of the Labor/Management Committees is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committees are not a forum for formal collective bargaining.

**Section 6.03** The purposes of Labor/Management Committee meetings shall include but are not limited to:

- a) Dissemination of information.
- b) Discussion of potential methods for improving any aspect of the Division's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
- c) Presentation and if requested, discussion of any revisions or potential revisions to City, Departmental, Divisional or Sectional policies, work rules, or practices. All new or revised policies or practices shall be discussed by the appropriate Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy or practice would negatively affect the Division's ability to provide services to the public or comply with any law or regulation. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Local's comments and input.

- d) Clarification of the application or interpretation of this Agreement, or of any City, Departmental, or Divisional policy, work rule, or practice not subject to an active grievance at the time.
- e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

**Section 6.04** A request for a meeting of any Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

## **ARTICLE VII – EMPLOYMENT**

**Section 7.01 Hours of Work.** The work week shall run from Saturday at 12:01 a.m. to Friday at midnight. The specific work schedule for each Division shall be as set forth in the Appendix applicable to each Division. Eight hours (including leave time) shall constitute a work day, and forty (40) hours shall constitute a work week. Management shall have the right to deviate from these ordinary schedules based on customer demands, operational needs, extreme weather conditions, or other emergency conditions requiring such modification. In the event of any change in the ordinary work schedule, the City will provide as much advance notice as practical, and at least 48 hours when possible. “Emergency conditions,” as used in this Agreement shall mean circumstances presenting an immediate threat to health, welfare, property and/or safety, or to the provision of basic services (water, power, waste disposal), as reasonably determined by Management. Schedules will revert to normal hours when the conditions causing the deviation have ended.

### **7.02 Meal and Rest Periods.**

- (a) The City will provide one unpaid half hour meal break per shift (one hour for Water Utility Business Services Division), and one paid fifteen-minute rest break per four (4) hours worked.
- (b) The rest period shall be scheduled and taken near the middle of each one-half shift unless otherwise approved by the Supervisor. The lunch break shall be taken near the mid-point of the shift unless the demands of the job require otherwise.
- (c) All breaks shall commence when the employee stops working. Employees must resume work at the conclusion of each established break.
- (d) When employees are exposed to unsanitary or excessively dirty working conditions, the City will provide reasonable clean-up time, as needed any time within the day.

**Section 7.03 Part Time Personnel.** The City shall have the right to determine when positions will be filled by regular part-time personnel, so long as the decision does not result in the involuntary part-timing, layoff, or reduction of any current full-time employees or positions. Regular part-time personnel shall be paid on the same wage scale as full-time personnel in the same job classification, and shall receive pro-rated leave benefits.

**Section 7.04 Seasonal Personnel.** The City shall have the right to employ seasonal or temporary personnel on an as needed basis, so long as the hiring of such personnel does not result in the

part-timing, layoff, or reduction of force for any then-currently employed full-time bargaining unit employee or position.

## **ARTICLE VIII – WAGES, OVERTIME, AND PERFORMANCE EVALUATIONS**

**Section 8.01 Wages.** Wages for each position within the bargaining unit are listed in the Appendix applicable to each Division. Step increases will be given the first pay period following the beginning of each fiscal year (July 1).

### **Section 8.02 General Call-out Procedures and Pay Applicable to All Divisions and Departments.**

- a) A call-out is defined as work for which the employee is called to work from home or other personal time with less than 24 hours' notice. It does not include hold-overs at the end of a shift, scheduled overtime (more than 24 hours' notice), temporary schedule modifications pursuant to Section 7.01, or snow shifts. In order to be eligible to receive call out pay, an employee must respond in a timely manner, as defined by Division or Department policy regarding call outs, must have the requisite skills necessary to undertake the work needed, and must be qualified to perform the work.
- b) Call out pay provisions and procedures are listed in the Appendix applicable to each Division. Call-out pay is not overtime pay, and will be paid regardless of the number of other hours the employee works or is paid for the remainder of the work week.
- c) Employees who work between the hours of midnight and 5 a.m., and who are scheduled to work the next morning, shall have the option to be excused from their scheduled shift for the number of hours they worked during the previous night, either at the beginning or at the end of the shift. This time shall be without pay, unless the employee elects to use earned leave time.
- d) When an employee has been called in for work between midnight and 5 a.m. and has worked until start time, and management observes and records indications of impairment due to lack of sleep, management may relieve the employee from duty, without pay, to allow for such rest as the employee deems necessary (but for not less than two hours). If the employee returns to work after resting and management again observes and records objective indications of impairment due to lack of sleep, management may send the employee home for the remainder of the shift. The employee shall have the option to use earned leave time (other than sick pay) in these circumstances.
- e) If employees are called in to work less than four hours prior to the start of their work schedule, call-out pay will cease at the beginning of the regular shift.
- f) When employees are called out for after-hours or weekend work, the City shall assign sufficient personnel to the job to ensure that the job can be performed safely.



**Section 8.03 Jury Duty.** In the event an employee is called for jury duty, the employee shall be granted such time off from work and shall receive regular pay, beginning at his or her ordinary start time and continuing until the employee is released from the courthouse, up to a maximum of eight hours per day. An employee released from jury service at 1:00 p.m. or later will not be required to report to work that day. Any remuneration received by the employee for personal services while serving as a juror on any day the employee also receives compensation from the City shall remain the property of the employee.

**Section 8.04 Base Hourly Rate.** For purposes of this Agreement, the term Base Hourly Rate shall mean the employee's base hourly wage, including any applicable shift differential, and ASE and/or EVT certification pay where applicable.

**Section 8.05 Performance Evaluations.**

- (a) The City practices a pay-for-performance philosophy in compensating employees for their contributions toward supporting the values, goals, and objectives of the City and the Divisions. Employees will be evaluated by management and/or supervisory personnel on at least an annual basis. Such performance evaluations will coincide with the conclusion of the fiscal year. Employees will be evaluated prior to the conclusion of their probationary period.
- (b) Employees will not be denied a step pay increase unless they receive an overall "unacceptable" or "needs improvement" annual evaluation. In the event a step increase is denied, the employee will be re-evaluated after six months; if the overall rating on that evaluation has improved to at least "standard performer," the step increase will be awarded at that time. Employees may grieve denials of step increases.
- (c) Use of vacation leave, compensatory time, personal leave, FMLA leave, and/or sixteen or fewer total hours of non-FMLA sick leave in any evaluation year shall not be considered a negative factor in any employee performance evaluation.

**Section 8.06 Overtime.** All hours worked over forty (40) per week, shall be paid at the rate of time and one half, unless otherwise specified in this Agreement. There is to be no pyramiding or duplication of any premium payments under this Agreement regardless of how described. Employees shall not receive duplicate overtime pay for the same hours worked. "Overtime pay" does not include other types of premium pay, such as holiday pay, double time, and call-out pay.

**Section 8.07 Opt Out.** Employees who have worked shift continuation or scheduled overtime hours outside their regular schedule earlier in a work week may be offered the opportunity to leave work early at the end of the work week, with or without the use of paid leave, in order for the Department to minimize overtime during that week. If more than one employee qualifies for the offer of early leave, the opportunity will be offered in seniority order. Employees will not be forced to leave early at the end of the week in order to allow the avoidance of overtime.

## ARTICLE IX – HEALTH AND WELFARE

**Section 9.01.** The City shall provide health, vision, and dental insurance plans for those full-time employees who elect to participate. Both family and individual coverage options shall be available. The City will pay 100% of the premium cost for coverage under the base plan for full-time employees, and 80% of the premium cost for coverage under the base plan for dependents through December 31, 2019. Effective January 1, 2020, the City will pay 90% of the premium cost for coverage under the base plan for full time employees and 75% of the premium cost for coverage under the base plan for employee plus spouse and families.

**Section 9.02.** The City will maintain life insurance coverage in the amount equal to the employee's annual base salary, up to a maximum of \$100,000 per employee, for all full-time employees. The City will pay 100% of the premium for this benefit.

**Section 9.03.** The City will also continue to provide short-term and long-term disability benefit coverage for all full-time employees, at the City's expense.

**Section 9.04.** The City will continue to provide an Employee Assistance Program (EAP). Any records of the use of such program will be treated as confidential medical records.

**Section 9.05.** The City will continue to offer information to employees, as well as payroll deductions upon express authorization by the employee, for the Missouri MOST 529. Participation in the plan shall be at the employee's expense. The City will also maintain a Section 125 flexible benefits spending plan, and allow employee participation in such plan so long as the maintenance and participation of such plan is legally compatible with the City's health insurance plan(s).

**Section 9.06.** New employees will become eligible for coverage under these plans as soon as the policy allows for such coverage.

**Section 9.07.** All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least 30 days' advance notice to the Local, and at least 60 days' notice if practicable, of any contemplated change. Before any change is implemented, the City shall meet with the Local to discuss changes, and whether the changes are appropriate, upon request. The Local shall have the right to research the availability of better or equal coverage than that contemplated, and upon finding such coverage, shall submit in writing a proposal to the City for adopting such coverage.

**Section 9.08.** The City shall maintain at least the annual per capita expenditure for employee and dependent health insurance premiums as of January 1, 2016. Nothing herein shall be construed to authorize the City to make changes in its' health insurance carrier and/or plan coverage, if such changes would reduce the City's annual per capita premium cost below the amount the City was spending as of January 1, 2016.

**Section 9.09** The City shall continue to make health insurance available to retirees, at the retiree's expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels.

**ARTICLE X – RETIREMENT BENEFITS**

**Section 10.01** The City will continue to participate in the LAGERS L-6 retirement program for all bargaining unit personnel utilizing the sixty (60) month final average salary calculation method.

The City will also provide information for, and upon express written consent by the employee, payroll deductions for applicable 457 Deferred Compensation Plans. Participation in the 457 plans is voluntary and shall be at the employee's expense.

**ARTICLE XI – HOLIDAYS**

**Section 11.01** The following holidays shall be observed within the Divisions covered under this Agreement: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before or after Christmas Day (as designated by the Mayor), and Christmas Day.

**Section 11.02 Holiday Pay.** All full-time personnel shall receive eight hours of straight-time pay on each of the annual holidays listed above. Part-time personnel shall receive pro-rated holiday pay, based on the number of hours they are regularly scheduled to work. Any employee who takes unpaid leave on their last regularly scheduled working day prior to a holiday or on their first regularly scheduled working day after the holiday shall not receive holiday pay.

**Section 11.03 Holiday Premium Pay.** All employees who work on a recognized holiday shall be paid time-and-a-half for all hours actually worked, up to eight hours. All employees who work more than eight hours on a holiday shall receive double-time-and-a-half for work beyond eight hours in the day.

**CCL ARTICLE XII – VACATION**

**Section 12.01** Vacation leave shall be accrued on a bi-weekly basis, in accordance with the following annual vacation hours accrual schedule:

<i>Length of Continuous Service in Years</i>	<i>Full-Time Employees Hours Accrued Annually</i>
Less than 5	80
At least 5 but less than 10	120
At least 10 but less than 15	144
At least 15 but less than 20	160
At least 20 but less than 25	184
25 or more	200

**Section 12.02** Part-time employees shall receive pro-rated vacation leave as established under City policy.

**Section 12.03** All employees may accrue up to two hundred forty (240) hours of vacation leave.

**Section 12.04** Vacation shall be scheduled and used consistent with Divisional policies. Vacation shall be used in one hour or greater increments, unless otherwise agreed between the employees and management. Initial vacation schedules shall be based on Divisional seniority. Once a vacation request is approved, scheduled vacation time shall not be displaced by any other employee requesting vacation for the same date, unless determined necessary by management as a result of an emergency.

**Section 12.05 Earned Leave Payout.** When an employee's employment is terminated for any reason whatsoever, all earned vacation, compensatory leave time, and personal leave shall be paid out at the employee's then-current hourly rate, at the time of termination.

### **ARTICLE XIII – SICK LEAVE**

**Section 13.01** Full-time employees shall receive 96 hours of sick leave per year, which shall accrue on a bi-weekly basis. Part-time employees shall receive pro-rated sick leave accrual.

**Section 13.02** All employees may accrue up to 1,440 hours of sick leave.

**Section 13.03** Sick leave shall be used in accordance with applicable City policies.

**Section 13.04** Employees shall generally be required to present all physician's certificates to the Human Resources Department when returning from any period of sick leave lasting three working days or longer. Additionally, with advance notice to the employee, the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the employee's direct supervisor. Details regarding employees' illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

**Section 13.05** The City may require a fitness-for-duty examination with a physician of its own choosing whenever the City has a good faith doubt regarding the employee's ability to safely and properly perform any of the essential functions of his or her job, with or without reasonable accommodations. The City shall pay for the cost of such examinations, and for all time spent in the examination.

**Section 13.06** Sick Leave Payout. Employees who have completed at least five years of service, and who resign or otherwise voluntarily separate from employment shall be paid for 1/8<sup>th</sup> of their unused, earned sick leave. Regular personnel who retire shall be paid for ½ of their unused, earned sick leave. Regular personnel who are terminated for any other reason shall not receive any sick leave payout.

**Section 13.07** Upon the death of any active employee who has completed at least five years of service with the City, the employee's designated beneficiary will receive the same sick leave payout as the employee would have received if the employee had retired.

#### **ARTICLE XIV – OTHER LEAVE**

**Section 14.01** All personnel covered under this Agreement shall be eligible for two days of personal leave per year (which shall not carry forward), bereavement leave, Family and Medical leave, workers' compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Divisional policies.

**Section 14.02 Compensatory Time.**

- (a) Full-time employees may choose to receive compensatory time in lieu of overtime pay.
- (b) At no time may compensatory time accrual be imposed by the City in lieu of overtime pay.
- (c) Compensatory time will be calculated in the same manner as overtime. Compensatory time will be tracked within each Division and reported to Payroll bi-weekly.
- (d) Employees shall provide twenty-four (24) hours' notice when requesting to schedule compensatory time off, unless mutually agreed between the employee and management.
- (e) Incremental Use. Employees may schedule all compensatory time in increments of one hour or greater, unless otherwise agreed between the employee and management.
- (f) Maximums. Accumulation of compensatory time will be limited to no more than eighty (80) hours for regular full-time employees unless otherwise specified in the appendices. Any hours over the applicable maximum will be paid at the overtime rate.

#### **Article XV Seniority**

**15.01 Seniority Defined.** For purposes of this Agreement, "Seniority" shall mean the length of continuous employment within the Division.

**15.02 Loss of Seniority.** Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for cause;

- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two consecutive regularly scheduled shifts if the employee was physically and practically able to call or report for work;
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

**15.03 Seniority Roster.** The City shall maintain and provide to the Local a current roster showing names of all current bargaining unit personnel, date of initial hire within the Division, and date of any applicable promotions.

#### **ARTICLE XVI - PROBATION**

**16.01 Probation – New Hires.** New employees shall be hired on a probationary basis for a period of six months. During this probationary period, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

**16.02 Probationary Employees' Use of Leave Time - New Hires.** Employees who are on a new hire probationary period may use personal days as soon as they are earned. They may use earned sick leave after ninety (90) days of employment, and earned vacation pay after six (6) months of employment.

**16.03 Probation – Previous Employees.** Employees who have left employment with the City and have been rehired shall begin a new Probationary period of ninety (90) calendar days. During this Probationary period, employees are subject to discharge without cause, and discharge under the Probationary period shall not be grievable under the terms of this Agreement.

#### **ARTICLE XVII – REDUCTIONS IN FORCE**

**Section 17.01** In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority within their Division, provided the remaining employees are capable of performing the available work.

**Section 17.02** In the event the City determines, in connection with a layoff, that it is necessary to reduce the number of employees in any job position, the junior employees within those positions shall have the opportunity to bump into lower-ranking positions, with a corresponding reduction in pay. Upon recall, employees who have bumped down will be bumped up to their previous position without testing or other promotional process.

**Section 17.03** Employees who are laid off shall be placed on a recall list for up to eighteen months. Employees shall be recalled in seniority order, provided they are capable of performing the available work. Employees shall be required to notify the City whether they will accept recall within seventy-two hours after receiving a recall notice, and shall have a maximum of fourteen

days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

## **ARTICLE XVIII – DISCIPLINE**

**Section 18.01** The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in each Division is for the most part “self discipline.” It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Divisions and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for Management to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. For purposes of just cause, notice shall not be required when a reasonable person would know that the conduct could or would be likely to lead to discipline. Such instances include, but are not limited to, intoxication, (whether from drugs or alcohol) on the job, theft, or fraud.

**Section 18.02** The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee’s overall performance history, disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Management may repeat steps prior to progressing to the next disciplinary step. In the event the City accelerates the disciplinary process, the factors considered in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

- (a) Verbal Warnings. A verbal warning is an oral reprimand given to an employee by any supervisor or manager. A written record of the warning shall be recorded in the employee’s divisional file.
- (b) Written Warning. A written warning is a formal warning provided in writing to an employee by any supervisor or manager, a copy of which shall be recorded in the employee’s personnel file.
- (c) Suspension. A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the Department Director or Acting Director shall have the authority to issue suspensions without pay. An employee placed on suspension shall not be present at their work site without written permission from the Department Director or Acting Director (except to participate in grievance proceedings). A written record of the circumstances leading to the suspension shall be placed in the employee’s personnel file.

- (d) Discharge. Discharge is the removal of an employee from City employment. Only the Department Director or Acting Director shall have the authority to discharge employees.

**Section 18.03** Disciplinary actions shall remain active, and may be considered in determining the appropriate level of progressive discipline, for the following periods: verbal warnings, one year; written warnings, two years. Suspensions shall remain active for at least five years, and may remain active thereafter depending on the severity of the offense. Inactive discipline shall remain in the employee's file, and may be considered when determining whether the employee had knowledge of rules and expectations, and when determining whether mitigation of any disciplinary consequence would be appropriate, but shall not be considered when establishing the appropriate level of progressive discipline.

**Section 18.04** In cases involving unsatisfactory performance of an employee's duties — if the unsatisfactory performance does not involve negligence, willful neglect, gross incompetence, dishonesty or willful refusal to perform job duties — Division management shall notify the employee of the shortcomings in his or her job performance, explain the Division's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training

**Section 18.04** Employees and the Union shall be given copies of any notations or disciplinary records that are to be placed in their files, and employees shall have the right to examine their disciplinary and personnel records in both the Human Resources Department and the Division. Employees shall not remove or alter any document contained in their file.

**Section 18.05** During any investigatory meeting, the result of which may reasonably be expected to lead to the discipline of the employee being questioned, and during any meeting in which discipline other than informal counseling is to be issued, the employee who is being questioned or who is receiving discipline shall have the right to request Union representation. If the employee requests such representation, the meeting shall not proceed until a Union representative is present. The employee must select a representative who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Union representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as Union representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

**Section 18.06 Disciplinary Grievances.** Verbal warnings, written warnings, and evaluations are grievable only through Step Two. If, however, verbal or written discipline are later utilized as the basis for suspension or discharge, those warnings may be fully challenged as part of any grievance



regarding the suspension or discharge, and if an evaluation is used as the basis for denying a step increase or promotion, it may be grieved without limitation.

## **ARTICLE XIX – GRIEVANCE PROCEDURE**

**Section 19.01** A “grievance,” for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Divisional personnel policy or work-rule. The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Local and the City, such resolution shall be final as to that grievance.

**Section 19.02** In the event an individual employee wishes to grieve an alleged violation of City or Departmental policies, he or she may elect to use the grievance and/or appeal procedures set forth in said policies in lieu of using this procedure. Such an election will constitute a waiver of Union representation, although the right to witnesses, etc., set forth in the policies shall apply. In the event an employee attempts to use the procedure in applicable policies in a timely manner, and it is determined that the alleged violation is a violation only of this Agreement, rather than said policies, the employee’s appeal/grievance may proceed hereunder and will be considered as having been timely filed. In the event an individual employee uses this procedure without Union representation, the outcome of such grievance will not be considered precedent, past practice, or evidence of proper interpretation or application of the provisions at issue.

**Section 19.03** All grievances must be brought to the attention of management within ten (10) calendar days after the Local and/or grieving employee first knew or reasonably should have known of the issue being raised. The Local may file a grievance on its own behalf or on behalf of any bargaining unit employee.

**Section 19.04 Step One.** Grievances at the first step shall be filed with the appropriate supervisor. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved, and the resolution desired. The supervisor shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the supervisor shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

**Section 19.05 Step Two.** If the matter is not satisfactorily resolved at Step One, the Steward and/or other Union Representative, or the aggrieved employee, may appeal the grievance to the Department Director or Acting Director. Any appeal to Step Two must be submitted to the Director or Acting Director within ten (10) calendar days after the supervisor issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the supervisor fails to issue a timely decision. The written Step Two appeal to the Director or Acting Director must contain a concise statement of the facts giving rise to the grievance, the applicable section(s) of this Agreement or City or Divisional policy that has allegedly been violated, and the resolution desired.

**Section 19.06 Step Two Hearing.** Upon request, the Director or Acting Director shall hold a Step Two Hearing within ten (10) calendar days after receiving a Step Two appeal. At such hearing, the City or Department representative will discuss the factual and policy bases for the action being challenged, and the Steward and/or other Union Representative, or aggrieved employee, shall have the right to discuss the reasons for pursuing the grievance. The Director or Acting Director shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Two hearing, or within ten (10) calendar days after the grievance is submitted at Step Two if no hearing is requested. The Director's or Acting Director's written decision shall explain the reasons for any conclusion reached.

**Section 19.07 Step Three.** If the matter is not satisfactorily resolved at Step Two, the Local or the aggrieved employee may appeal the grievance to the City Manager or the City Manager's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Director or Acting Director issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two, if the Director or Acting Director fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Divisional policy that has allegedly been violated, and the resolution desired.

**Section 19.08 Step Three Hearing.** Upon request, the City Manager or his or her designee shall hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the Local and/or aggrieved employee, and Management personnel, shall have the right to call and cross-examine witnesses and submit evidence in support of the grievance. The City Manager or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

**Section 19.09** The Local or aggrieved employee filing a grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment shall have the right to file the initial grievance at Step Two.

**Section 19.10** Employees filing grievances shall have the right to be represented by the Union at all steps of the process. Legal counsel shall not directly participate in the grievance process prior to arbitration.

**Section 19.11** The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

## **ARTICLE XX – ARBITRATION**

**Section 20.01.** If a matter subject to a grievance is not satisfactorily resolved at Step Three, the Local may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Director of Human Resources within ten (10) calendar days after receiving the Step Three

decision, or within fourteen (14) calendar days if the City Manager or his or her designee fails to issue a Step Three decision.

**Section 20.02 Selection of the Arbitrator.** Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

**Section 20.03 Decision of the Arbitrator.** The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of disputes, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.
- (e) The decision of the Arbitrator shall be final and binding on all parties as to all matters which may arise out of the interpretation or application of this Agreement.
- (f) The costs of the Arbitrator shall be shared equally by the City and the Union. Each party shall otherwise bear its own costs.

## **ARTICLE XXI – SNOW PLAN**

**Section 21.01 Mandatory.** Public Works Operations employees are subject to mandatory assignment during snow events in accordance with the City's Snow/Emergency Plan. Scheduling and procedure for Public Works Operations employees is set out in Appendix A. Other employees in the bargaining unit who meet qualifications may participate in snow events as outlined in this Article and the City's Snow/Emergency Plan.

**Section 21.02 Organization and Staffing.** Once minimum staffing requirements are fulfilled in each division, members of the bargaining unit in Water Utilities, Fleet, and Central Building

Services will be scheduled as drivers on a first come first serve basis. Once available bargaining unit employees are exhausted, non-bargaining unit employees will be placed in equipment.

**Section 21.03 Snow Start Time.**

- (a) A designated start time for a snow event will be established, but it may change based on updated weather forecast. Due to varying designated start times, the first shift that reports to work (“A” or “B” shift) might not work a twelve (12) hour shift.
- (b) In the event that employees are pre-scheduled to report for snow control operations that management does not believe will turn into a 24 hour shift work operation; if management determines the start time needs to be changed, the pre-scheduled employees will have first opportunity to accept the new start time. If the pre-scheduled employee turns down the opportunity, management will call out employees to fill vacant positions.

**Section 21.04.** Individuals assigned to shift work will forfeit their right to call outs during shift work (24 hour period). If an individual is contacted for a call out they should inform the contact person that they are unable to respond due to their work schedule.

**Section 21.05 Shift Changes.** Employees will not be allowed to change “A” or “B” shifts during snow events except with management permission.

**Section 21.06 Snow Plan Shift Differential.** A differential of seventy five cents (\$0.75) per hour will be added to the base hourly wage rate of employees who are assigned to work the second shift between the hours of 7:00 p.m. and 7:00 a.m. for snow removal duties.

**ARTICLE XXII – GENERAL PROVISIONS**

**Section 22.01 Uniforms and Equipment.** The City will provide all necessary uniforms and equipment for all Divisional personnel.

**Section 22.02 Inclement Weather.** Management will take weather conditions into account when assigning outdoor work. The City will provide protective gear or equipment appropriate to the weather conditions, and will not unreasonably or unnecessarily expose employees to extreme conditions.

**Section 22.03 Bargaining Unit Work.** Management personnel shall have the right to perform bargaining unit work on an as-needed basis, but only if no bargaining unit personnel is reasonably available, or in emergencies as defined in Section 7.01, or for the purposes of training.

**Section 22.04** Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee’s employment by the City, and does not interfere with the employee’s ability to work as scheduled, or otherwise limit the employee’s ability to perform his or her job.

**Section 22.05 Political Activities.** While employed by the City, employees shall not seek election to a City office. Election to other offices within the county, state, other political subdivisions, and

at the federal level shall be allowed providing the duties of that office do not directly interfere with the performance of the employee's duties with the City or create a conflict of interest. No employee while in uniform, on duty, performing their official duties, or participating in sponsored activities of the City shall:

- (a) Directly or indirectly promote or oppose a candidate for election to any public office.
- (b) Display or distribute badges, buttons, signs, stickers, or colors that indicate support for or opposition to a candidate for election to a federal, state, or local office, provided however, that a bumper sticker affixed to an employee's private vehicle, which does not display a name of any candidate for a City office shall be permitted.

All other political rights and activities afforded citizens by the Constitution of the United States or the State of Missouri shall be permitted.

**Section 22.06 Strikes. [Note: 105.585 RSMo.]**

All strikes are prohibited. A strike shall include any refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of the City. The Local acknowledges that any employee who engages in any strike or concerted refusal to work shall be subject to immediate termination of employment.

**Section 22.07 Picketing. [Note: 105.585 RSMo.]**

All picketing is prohibited. The Local acknowledges that any employee, who pickets over any personnel matter, shall be subject to immediate termination of employment.

**ARTICLE XXIII Complete Agreement**

**Section 23.01** The parties acknowledge that during 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Local, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and 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.

**Section 23.02** This Agreement constitutes the entire contract between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral,

express or implied, between or concerning the parties and/or represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

**Section 23.03** In the event that any provision of this Agreement shall at any time be declared invalid by any court, or by government regulation or decree, such decision shall not invalidate the entire Agreement. The expressed intention of the parties is that all provisions not declared invalid shall remain in full force and effect.

**Section 23.04 Modification of Economic Terms. [Note: 105.585(6) RSMo.]**

In the event of a budget shortfall, the City shall have the right to require the modification of the economic terms of any labor agreement. If the City deems it necessary to modify, upon good cause, the economic terms of any labor agreement, the City shall so notify the Local and shall provide a period of thirty (30) days during which the City and the Local shall bargain over any necessary adjustments to the economic terms of the agreement. If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City's requirements, the City shall have the right, upon good cause, to make necessary adjustments on its own authority.

In the event Section 105.585(6) RSMo is declared to be unconstitutional or otherwise in violation of the law by a court of competent jurisdiction, the above paragraph will be null, void, and of no further effect. The following paragraph will become effective:

For the term of this Agreement, should the City Manager declare a bona fide fiscal emergency, the City may re-open this Agreement for the purposes of renegotiating wages only. Should such an emergency be declared, no unilateral changes to the wage progression shall be implemented until the expiration of a mandatory forty-five (45) calendar day negotiation period during which time both parties shall negotiate in good faith. At the conclusion of the mandatory negotiation period, the City may pass and implement such changes to the wage progression as may be necessary to address the fiscal emergency, provided that the City has met with the bargaining representative. Should the City declare a bona fide fiscal emergency and implement unilateral changes to the wage progression, the Union may, at its option, terminate the remaining term of the agreement as of December 31<sup>st</sup> and begin negotiations with the City for a successor agreement.

**ARTICLE XXIV – TERM OF AGREEMENT**

**Section 24.01** This Agreement shall become effective on March 9, 2019, presuming ratification by the Union and adoption and execution by the City, and shall remain in effect for a term of three years from that effective date. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Stephen Arbo  
City Manager

Joe Capra  
Directing Business Representative

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On behalf of  
The City of Lee’s Summit

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On behalf of  
Local Lodge 778 of the International  
Association of Machinists and Aerospace  
Workers

**APPENDIX A – PROVISIONS APPLICABLE TO PUBLIC WORKS DEPARTMENT  
OPERATIONS DIVISION**

**Section A-1: Public Works Operations Division Employment**

**A-1.01 Hours of Work.** The work schedule in the Public Works Operations Division shall run from 7:00am to 3:30pm, Monday through Friday. Any deviations from this schedule shall occur in accordance with this Agreement.

**A-1.02 Certifications – Apprentice Operator.** Apprentice Operators have one (1) year from date of hire in which to obtain the following certifications:

Class A CDL with Tanker and Air Brakes

- ATSSA Flagger Certification
- Excavation Safety Training For Competent Persons
- Confined Space Entry Training
- Chainsaw Operation and Maintenance
- Demonstrated proficiency in all facets of Snow Plow Operation

Failure to successfully obtain any of the aforementioned certifications before the expiration of the certification period shall result in the discharge of the employee for cause and cannot be grieved under the terms of this Agreement. The City may extend the certification period if required certification opportunities provided by regulatory agencies fall outside the 12 month period. If events beyond the employee's control have interfered with the employee's ability to obtain certification, the employee may apply for an extension of the certification which extension shall not be unreasonably denied.

**Section A-2: Public Works Operations Division Wages**

**A-2.01 Public Works Operations Division Wages.**

Effective on the first full pay period following the effective date of this agreement, each employee in the bargaining unit will be compensated based upon their placement on the step plan salary schedule set forth herein. Each employee will be given a five percent (5 %) increase in base pay and placed in the position on the salary schedule for which they are qualified at the next highest step above the adjusted pay.



Position      **Apprentice Operator**      **Operator**      **Skilled Operator**      **Senior Operator**

Step	IAM09	IAM10	IAM11	IAM12
0	\$16.0000	\$18.0000	\$22.0000	\$24.0000
1		\$18.4108	\$22.3828	\$24.4260
2		\$18.8309	\$22.7723	\$24.8596
3		\$19.2606	\$23.1685	\$25.3009
4		\$19.7001	\$23.5716	\$25.7500
5		\$20.1497	\$23.9817	\$26.2071
6		\$20.6095	\$24.3990	\$26.6723
7		\$21.0798	\$24.8235	\$27.1457
8		\$21.5608	\$25.2554	\$27.6275
9		\$22.0528	\$25.6948	\$28.1179
10		\$22.5560	\$26.1419	\$28.6170
11		\$23.0707	\$26.5968	\$29.1250
12		\$23.5972	\$27.0596	\$29.6420
13		\$24.1357	\$27.5304	\$30.1681
14		\$24.6865	\$28.0094	\$30.7036
15		\$25.2500	\$28.5000	\$31.2500

\*The Apprentice Operator position is designed to be a short-term position (one year), and, accordingly, does not have a pay range, but rather a set hourly rate.

At the beginning of each subsequent fiscal year, each employee will earn one step on the salary schedule unless the employee received a deficient performance evaluation as defined in Section 8.05 of this Agreement.

In the event that any employee receives a promotion, that employee will be given a five percent (5%) increase in base pay and placed on the salary schedule for the employee's new position at the next highest step which is closest to that employee's adjusted salary.

Newly hired or transferred employees will initially be placed at Step 0 on the step plan for the position for which they are fully qualified (licenses, certifications, qualifications, and experience) upon hire, unless the City and Union Representative mutually agree to an exception and placement of the employee at a Step other than Step 0.

**A-2.02 Double Time Pay.** Employees of the Operations Division of the Public Works Department who work a call out, holdover, or scheduled overtime (not snow plan or schedule changes

pursuant to Section 7.01) between the hours of 10 p.m. and 5 a.m. shall be paid at double their applicable base hourly rate for all hours actually worked between 10 p.m. and 5 a.m.

### **Section A-3: Public Works Operations Division Call Out**

#### **3.01 Call Out Pay.**

Employees of the Public Works Operations Division who work a call-out between the hours of 3:30pm and 7:00am shall be paid at one and one half times (or double time as detailed in A-2.02) their applicable Base Hourly Rate, as defined in this Agreement, for all hours actually worked or four (4) hours, whichever is greater, for each non-overlapping call out they respond to.

#### **3.02 Call Out Procedure.**

Periodically, public service and safety needs arise which are not during regular work hours. To ensure that the City can fulfill these needs, the Public Works Operations Division will maintain a Call Out List which shall consist of a list of employees in the Division and one contact number for each employee. Each individual employee is responsible for verifying that information on the Call Out List is up to date and accurate, and is responsible for updating that information with Management as necessary.

Management will determine when a call out is necessary, as well as the number of employees needed to address the issue.

Employees will be called based on Seniority, as well as qualifications needed to address the issue. Once Management has reached the least senior qualified employee, without the necessary number of employees accepting the call out, the call out will become mandatory.

Once a call out becomes mandatory, Management will begin with the least senior qualified employee and will work back up the Call Out list. At this point, employees will be required to accept the call out.

Employees are required to report to the Public Works Maintenance Facility for a call out within forty five (45) minutes.

**A-3.03 Overtime Work Opportunities and Unclaimed Overtime.** Overtime work opportunities will be offered by Seniority, except that employees who are working on a job at the time the overtime becomes available shall first be offered the opportunity to complete the job. If all available bargaining unit personnel in the Public Works Operations Division decline to accept an overtime assignment on a voluntary basis, the City shall have the right to require the most junior qualified employee in the Division to accept the assignment.

## **Section A-4: Training and Certifications**

**A-4.01 Training for Certifications and Licensures.** The job description for each position within the Division contains that position's minimum skills, proficiencies, certifications and licensures. It will be required that before an employee is placed into a position, he or she is able to provide proof to the Division that the applicable skills, proficiencies, certifications and licensures have been obtained. The employee will further be required to participate in any continued training or other requirements as may be necessary for the retention of the minimum certifications and licensures applicable to the job descriptions for employee.

The Division will ensure that opportunities exist for all employees to participate in continued training while on the job, however it is the responsibility of the employee to identify what training he or she wishes to participate in, and is further responsible for notifying Division management of the training that he or she wishes to participate in. If an employee is unable, due to his or her own personal schedule, to attend the Division provided training, he or she will be responsible for arranging alternative training in order to retain required certifications, and said training will be at the employee's cost. A procedure for requesting training will be established and made accessible to all employees.

The Division will provide payment for the first two (2) training or testing cycles of any required training. Should an employee not successfully complete the certification or training after two (2) cycles, any subsequent training or testing will be the financial responsibility of the employee, and further, the employee will not be entitled to utilize paid work time to complete the certification.

With the exception of employees in the Apprentice Operator position, any employee who is unavailable to participate in scheduled training shall have the opportunity to either participate in the next regularly scheduled opportunity or to obtain the training on his or her own time and at his or her own expense. In no event shall an employee be allowed to miss two (2) consecutive regularly scheduled trainings without otherwise obtaining the necessary training on his or her own time.

**A-4.02 Optional Training for Future Career Advancement Opportunities.** The Division will provide opportunities for employees to complete training required to obtain certifications for positions which are higher than the position they are qualified, and will provide payment for the first two (2) testing cycles of any such certification. Should an employee not successfully complete the certification after two (2) tests, any subsequent testing for that certification will be the financial responsibility of the employee, and further, the employee will not be entitled to utilize paid work time to complete the certification. Employees are solely responsible for identifying

training opportunities for which they are interested, and are responsible for requesting to their supervisor that they be allowed to participate in said training. Division management shall retain the right to approve or disapprove any request for voluntary training under this Section based upon the needs of the Division at the time the training is set to occur.

**A-4.03 Training Status for Certifications and Licenses.** The Division will maintain a training status report based upon available information, updated quarterly, with expirations of all certificates and licenses as required by the employee's position. If the employee chooses to not allow the Department access information, the employee shall be responsible for maintaining his or her certificates or licenses in active status.

**A-4.04 Grace Period for Expired Certifications.** Employees are responsible for ensuring that they are in compliance with any necessary continued training in order to keep required certifications or licenses active. Failure to actively maintain any certification or licensure which is a requirement of the job description for the employee's position will result in the employee being placed on a grace period to be effective as of the date that the license or certification expired. The employee will have six (6) months from the expiration date to achieve re-certification as necessary to maintain the position at which the level of certification is required. In the event that the employee is unable to achieve re-certification as required herein, then he or she shall be demoted to the next lower position he or she is qualified for due to his or her failure to adhere to the minimum requirements of his or her position. Costs and time for recertification during a grace period shall be the responsibility of the employee.

If events beyond the employee's control have interfered with the employee's ability to obtain certifications or licenses within the time periods allowed, the employee may apply for an extension of the grace period, which extension shall not be unreasonably denied.

An employee's loss of his or her driver's license is not subject to a grace period and may result in the immediate termination of the employee.

**A-4.05 Demotions and Reinstatements.** The loss of required certifications and/or licensure and the expiration of the aforementioned grace period will result in a demotion of the employee to the next lower position for which the employee meets the minimum qualifications and placement at the step having not less than a five percent 5% reduction in pay beginning with the subsequent pay period. An employee who only meets the requirement of, and is demoted to, the position of Apprentice Operator will only be eligible for Apprentice Operator wages and is granted six (6) months from the date of demotion to achieve minimum requirements of their prior position after which time the employee may be terminated. A demoted employee is eligible to return to their prior position and rate of pay once the employee has met all requirements of their prior position. An employee who is demoted from

the position of Senior Operator due to the loss of certification and/or licensure may only return to the position of Senior Operator and their prior rate of pay if a vacant position exists. If no vacancy exists, the employee is able to promote in accordance with standard practice.

### **Section A-5: Vacancies and Promotions**

**A-5.01 Position Vacancy.** In the event that a position in the Public Works Operations Division that is represented by the Local becomes vacant, the position will be analyzed according to the City's then established process to determine whether or not the vacant position will be re-filled or whether it will be eliminated.

**A-5.02 Promotion from Apprentice Operator to Operator.** An Apprentice Operator who has obtained one (1) year of experience in the Public Works / Construction industry shall be eligible for automatic promotion to the position of Operator and shall be entitled to move to Step 0 of the Operator pay scale once the requirements of the position are met including the following certifications are obtained and maintained:

- Class A CDL with Tanker and Air Brakes
- ATSSA Flagger Certification
- Excavation Safety Training For Competent Persons
- Confined Space Entry Training
- Chainsaw Operation and Maintenance
- Demonstrated proficiency in all facets of Snow Plow Operation

**A-5.03 Promotion from Operator to Skilled Operator.** An Operator who has obtained a total of three (3) or more years of experience in the Public Works / Construction industry shall be eligible for automatic promotion to the position of Skilled Operator and shall be entitled to receive a raise in pay consistent with the provisions of Section A-2.01 once the following training / certifications are obtained and maintained:

- Must meet all job requirements of Operator position
- Successful completion of Missouri LTAP Scholar Level 1
  - Completion of Required Coursework
  - Completion of Elective Coursework as determined by management
- Certification as ATSSA Traffic Control Technician (TCT)
- Successful completion of FEMA – NIMS/ICS IS 100 and IS - 700
- Demonstrated proficiency in CityWorks work order system using tablet
- Demonstrated basic skills in operation of all equipment
- Certificates of competency in operation and maintenance of the listed equipment:
  - Backhoe including pavement breaker and 4 in 1 bucket

- Loader including LoadRite scale
- Skid steer including miller, backhoe attachments
- Paver
- Tractor with Boom Arm/Brush Hog

**A-5.04 Promotion from Skilled Operator to Senior Operator.** A total of five (5) positions in the Operations Division of the Public Works Department shall be made available for those who meet the requirements of the Senior Operator position. Aside from vacancy, eligibility requirements include a minimum of five (5) years' experience in the Public Works / Construction industry. Further, qualified candidates must demonstrate an ability to influence and lead others to successfully complete tasks and projects. Employees eligible to apply will be required to participate in an interview process to determine qualifications to fill vacant Senior Operator positions. Positions will be assigned according to interviews held with eligible candidates and determinations made by Management. In the event that there is not a qualified internal candidate who has been selected through the interview process for a vacant Senior Operator position, the Operations Division of the Public Works Department shall post the vacancy externally and engage in a competitive hiring process for the position. In the event that no qualified candidate is identified either internally or externally, the position may remain vacant until such time as Management is able to identify a qualified candidate.

Employees who are promoted to Senior Operator shall be entitled to receive a raise in pay consistent with the provisions of Section A-2.01.

Candidates for Senior Operator must have completed the following:

- Must meet all job requirements of the Skilled Operator position
- Successful completion of Storm Water Management or NPDES certification
- Missouri LTAP Scholar Level II
  - Completion of Coursework as determined by management

Senior Operators must be Proficient in the Operation and Maintenance of each of all listed equipment, and completion of required training and certificate of competency. The Senior Operator will be required to bid one of the five listed pieces of equipment.

- Paver (1)
- Loader (1)
- Backhoe (2)
- Sweeper (1)

**A-5.05 Timing of Promotion.** Promotions shall take effect beginning on the pay period following the certification of eligibility by Management.

### **Section A-6: Bidding Procedure**

**A-6.01 Bid Opportunities.** In order to allow for proper training opportunities of new employees, Apprentice Operator and Operator will not be eligible to bid for assignments. Assignments for Apprentice Operator and Operator will rotate between established crews on a quarterly basis as assigned by management.

**A-6.02 Bid Implementation.** The City and the Union recognize that during implementation of the reorganization of the Public Works Operation Division there will be no qualified employees for Skilled and Senior Operator classifications, therefore:

1. Five (5) employees, selected by the IAM, will initially fill
  - 1 Senior Operator position
  - 4 Skilled Operator positions
2. These positions will bid the following specific pieces of equipment by seniority
  - Sweeper
  - Paver
  - Backhoe 1
  - Backhoe 2
  - Loader
3. Work will be assigned based on the need for equipment, not a specific crew
4. Employees assigned to the five (5) major pieces of equipment will also be responsible for training less-experienced employees on the equipment. This includes basic maintenance functions.
5. The individual initially placed in the Senior Operator position will be required to complete the training and certifications for Skilled Operator within 18 months. Once completed, the employee will receive an additional five percent (5%) increase in base hourly rate and placed on the next highest step closest to the adjusted base hourly rate for promotion from Operator to Skilled Operator. The employee will then be required to obtain the training and certifications for Senior Operator within an additional 18 months. Once completed, the employee will receive an additional five percent (5%) increase in base hourly rate and be placed on the next highest step closest to the adjusted base hourly rate for promotion from Skilled Operator to Senior Operator. If an employee does not complete the training and certifications within the time allowed, the employee will be demoted to the position for which he or she is qualified and placed at the closest step in the salary schedule that is at or below the employee's current base hourly rate. If events beyond the employee's control have

interfered with the employee's ability to obtain certifications or licenses within the time periods allowed, the employee may apply for an extension of the grace period, which extension shall not be unreasonably denied.

6. The individuals initially placed in Skilled Operator position will be required to complete the training and certifications for Skilled Operator within 18 months. Once completed, the employees will receive a five percent (5%) increase in base pay and placed on the next highest step closest to the adjusted base hourly rate for promotion from Operator to Skilled Operator. If an employee does not complete the training and certifications within the time allowed, the employee will be demoted to the position for which he or she is qualified and placed at the closest step in the salary schedule that is at or below the employee's current base hourly rate. If events beyond the employee's control have interfered with the employee's ability to obtain certifications or licenses within the time periods allowed, the employee may apply for an extension of the grace period, which extension shall not be unreasonably denied.
7. As other employees obtain certifications and meet qualifications for a higher level position they will be promoted. The number of Skilled Operator positions available is unlimited. There is a maximum of five (5) Senior Operators. The first employees to meet qualifications will be promoted to the senior positions.
8. For the first twenty four (24) months of the implementation period, beginning with the effective date of this agreement, Operator positions will be allowed to bid according to seniority one of three established crews: Pavement, Right-of-Way, or Customer Service. Bidding will occur every 6 months (January and July) during this period. The number of positions available on each crew is reflected on the attached chart. Apprentice Operators will not be allowed to bid crews during any period.
9. After the twenty four (24) month implementation period ends, employees who have attained Skilled Operator positions will be allowed to bid one of the three crews. At that time Operators and Apprentice Operators will be placed in a pool and assigned to the crews by managers as needed depending on specific workload.
10. After the twenty four (24) month implementation period ends Skilled Operators will be allowed to semi-annually (January and July) bid one of three crews. They will be allowed to bid the same crew for two years in a row. On the third year they will need to select one of the other two crews.

**A-6.03 Frequency of Bidding.** After the implementation period, Skilled Operators and Senior Operators will be able to bid positions on a semi-annual basis (January and July) of each year. Skilled Operators will bid one of three established crews. The established crews are: Pavement, Right of Way, and Customer Service (the names of the established crews are subject to change). Senior



Operators will be required to bid one of five pieces of equipment that include the front end loader, backhoes, paver and sweeper.

Once employees become qualified as a Senior Operator they will replace the least senior uncertified Skilled Operator or Senior Operator from the initial placement group and will bid on the above listed equipment.

**A-6.04 Snow Route Bidding.** The Public Works Operations Division will post snow routes and A and B shift assignments for bid by seniority in September or October of each year. To the extent feasible, employees will be allowed to choose the shift they wish to work for the snow season and the route they wish to drive during snow control operations. Approximately half of the Division employees will be assigned to A shift and half to B shift. Public Works Operations employees will be required to fill dump trucks and loader first before picking one-ton trucks. Bids will be for the entire snow season and will not be changed unless agreed to between the employee and management.

**A-6.05 Snow Call Outs.**

- (a) Any snow call out or assignment that management believes will turn into a 24 hour operation will be based on seniority for each assigned shift.
- (b) Any snow call-out or assignment that management does not believe will turn into a 24 hour shift work operation will be based on seniority.
- (c) A designated start time for a snow event will be established, but it may change based on updated weather forecast. Due to varying designated start times, the first shift that reports to work ("A" or "B" shift) might not work a twelve (12) hour shift.

**A-6.06 Management Authority.** Management shall only have the right to override bid preferences if necessary to fulfill operational needs, and will provide a written explanation to the employee(s) affected and the Local. Employees will work as assigned, however, bid overrides by Management will be subject to the grievance procedure if the employee and/or Union believes the assignment was retaliatory, discriminatory, based on favoritism, or was not necessary to fulfill operational needs.

**A-6.07 Temporary Work Assignments.** In assigning work, Supervisors shall exercise due regard for Seniority. Employees will be assigned to perform work consistent with their bid assignments, except where legitimate operational considerations (including but not limited to work priorities, efficiency, relative experience and ability of available employees, crew cohesion, and knowledge regarding particular ongoing projects) make it appropriate to assign employees to perform other duties. Supervisors shall explain the reasons for their assignment decisions upon request. If any employee disagrees with an assignment, he or she shall work as instructed, but the assignment decision will be subject to the grievance procedure if the employee and/or Union believes the

assignment was retaliatory, discriminatory, based on favoritism, or otherwise did not represent a reasonable exercise of business judgment on the part of the Supervisor.

**Section A-7: Miscellaneous Provisions Applicable to Public Works Operations Division**

**A-7.01 Boot Allowance.** Employees in the Public Works Operations Division covered under this Agreement shall be issued a boot check in the amount of \$350.00 each year. Boot checks will be issued during the month of October.



## **APPENDIX B – PROVISIONS APPLICABLE TO WATER UTILITIES DEPARTMENT OPERATIONS DIVISION**

### ***TA PREAMBLE/DIVISIONAL GOALS***

*The Local, as well as the individual employees, supervisors, and managers of the Operations Division of the Water Utilities Department are jointly committed to providing superior water service to the residents of Lee's Summit. This is achieved through facilitating a safe working environment for all employees where high quality, customer oriented, knowledgeable and dedicated employees are able to thrive as a result of superior training, competitive wages, opportunities for advancement and first class tools, equipment and resources, resulting in a collective effort to contribute to a positive public image that all members of the Operations Division can share pride in contributing.*

### **Section B-1**

#### **Section B-1: Water Utilities Department Operations Division Employment**

**B-1.01. Work Schedule.** The work schedule in the Operations Division of the Water Utilities Department shall run from 7:00am to 3:30pm, Monday through Friday. Any deviations from this schedule shall occur in accordance with this Agreement.

**B-1.02: Certifications – Utility Worker Trainee.** Utility Worker Trainees shall have one (1) year from date of hire in which to obtain and maintain the following certifications:

Class A CDL w/ Tanker and Air Brakes

- MUTCD Flagger Certification
- Missouri DNR DS-I License
- Trenching and Shoring Competent Person Certification
- Confined Space Entry Certification
- Bridge Crane and Rigging Certification

Failure to successfully obtain any of the aforementioned certifications before the expiration of the certification period shall result in the discharge of the employee for cause and cannot be grieved under the terms of this Agreement. The City may extend the certification period if required certification opportunities provided by regulatory agencies fall outside the 12 month period. If events beyond the employee's control have interfered with the employee's ability to obtain certification, the employee may apply for an extension of the certification which extension shall not be unreasonably denied.

## Section B-2: Water Utilities Operations Division Wages

### B-2.01 Water Utilities Operations Division Wages.

Effective on the first full pay period following the effective date of this agreement, each employee in the bargaining unit will be compensated based upon their placement on the step plan salary schedule set forth herein. Each employee will be given a five percent (5 %) increase in base pay and placed in the position on the salary schedule for which they are qualified at the next highest step above the adjusted pay.

Position	Utility Worker Trainee	Utility Worker	Utility Specialist I	Utility Specialist II
Step	IAM05	IAM06	IAM07	IAM08
0	\$16.0000	\$18.0000	\$22.0000	\$24.0000
1		\$18.4108	\$22.3828	\$24.4260
2		\$18.8309	\$22.7723	\$24.8596
3		\$19.2606	\$23.1685	\$25.3009
4		\$19.7001	\$23.5716	\$25.7500
5		\$20.1497	\$23.9817	\$26.2071
6		\$20.6095	\$24.3990	\$26.6723
7		\$21.0798	\$24.8235	\$27.1457
8		\$21.5608	\$25.2554	\$27.6275
9		\$22.0528	\$25.6948	\$28.1179
10		\$22.5560	\$26.1419	\$28.6170
11		\$23.0707	\$26.5968	\$29.1250
12		\$23.5972	\$27.0596	\$29.6420
13		\$24.1357	\$27.5304	\$30.1681
14		\$24.6865	\$28.0094	\$30.7036
15		\$25.2500	\$28.5000	\$31.2500

The Utility Worker Trainee position is designed to be a short-term position (one year), and, accordingly, does not have a pay range, but rather a set hourly rate.

At the beginning of each subsequent fiscal year, each employee will earn one step on the salary schedule unless the employee received a deficient performance evaluation as defined in Section 8.05 of this Agreement.

Newly hired or transferred employees will initially be placed at Step 0 on the step plan for the position for which they are fully qualified (licenses, certifications, qualifications, and experience) upon hire, unless the City and Union Representative mutually agree to an exception and placement of the employee at a Step other than Step 0.

**B-2.02 Double Time Pay.**

Employees of the Operations Division of the Water Utilities Department who work a call out, holdover, or scheduled overtime (not snow plan or schedule changes pursuant to Section 7.01) between the hours of 10 p.m. and 5 a.m. shall be paid at double their applicable base hourly rate for all hours actually worked between 10 p.m. and 5 a.m.

**B-2.03 Call Out Pay.**

Employees of the Operations Division of the Water Utilities Department who work a call-out between the hours of 3:30pm and 7:00am shall be paid at one and one half times (or double time as detailed in B-2.02) their applicable Base Hourly Rate, as defined in this Agreement, for all hours actually worked or four (4) hours, whichever is greater, for each non-overlapping call out they respond to.

**B-2.04 After Hours Work Assignments.**

Periodically, public service and safety needs arise which are not during regular work hours. To support the City's need to provide continuous water and sewer service day and night, after-hours work assignments shall be made in accordance with the Operations Division After Hours Work Assignment Policy.

**Section B-3: Water Utilities Operations Division Training and Certifications**

**B-3.01 Training for Certifications and Licensures.** The job description for each position within the Division contains that position's minimum certifications and licensures. It will be required that before an employee is placed into a position, he or she is able to provide proof to the Division that the applicable certifications and licensures have been obtained. The employee will further be required to participate in any continued training or other requirements as may be necessary for the retention of the minimum certifications and licensures applicable to the job descriptions for the employee.

The Division will ensure that opportunities exist for all employees to participate in continued training while on the job; however, it will be the responsibility of the employee to identify what training he or she wishes to participate in, and to notify their supervisor. If an employee is unable, due to his or her own personal schedule, to attend the Division provided training, he or she will be responsible for arranging alternative training in order to retain required certifications, and said training will be at the employee's cost.

The Division will provide payment for the first two (2) training or testing cycles of any required training. Should an employee not successfully complete the certification or training after two (2) cycles, any subsequent training or testing will be the financial responsibility of the employee, and further, the employee will not be entitled to utilize paid work time to complete the certification.

With the exception of employees in the Utility Worker Trainee position, any employee who is unavailable to participate in scheduled training shall have the opportunity to either participate in the next regularly scheduled opportunity or to obtain the training on his or her own time and at his or her own expense. In no event shall an employee be allowed to miss two (2) consecutive regularly scheduled trainings without otherwise obtaining the necessary training on his or her own time.

**B-3.02 Optional Training for Future Career Advancement Opportunities.** The Division will provide opportunities for employees to complete training required to obtain certifications and licenses for positions which are higher than the position they are qualified, and will provide payment for the first two (2) testing cycles of any such certification. Should an employee not successfully complete the certification after two (2) tests, any subsequent testing for that certification will be the financial responsibility of the employee, and further, the employee will not be entitled to utilize paid work time to complete the certification. Employees are solely responsible for identifying training opportunities for which they are interested, and are responsible for requesting to their supervisor that they be allowed to participate in said training. Supervisors shall retain the right to approve or disapprove any request for voluntary training under this Section based upon the needs of the Division at the time the training is set to occur.

**B-3.03 Training Status for Certifications and Licenses.** The Division will provide access to a training status report based upon updated and available information, with expirations of all certificates and licenses as required by the employee's position. If the employee chooses to not allow the Department access information, the employee shall be responsible for maintaining his or her certificates or licenses in active status.

**B-3.04 Grace Period for Expired Certifications and Licenses.** Employees are responsible for ensuring that they are in compliance with any necessary continued training in order to keep required certifications or licenses active. Failure to actively maintain any certification or licensure which is a requirement of the job description for the employee's position will result in the employee being placed on a grace period to be effective as of the date that the license or certification expired. The employee will have six (6) months from the expiration date to achieve re-certification as necessary to maintain the position at which the level of certification is required. In the event that the employee is unable to achieve re-certification as required herein, then he or she shall be demoted to the next lower position he or she is qualified for due to his or her failure to adhere to the minimum requirements of his or her position. Costs and time for recertification during a grace period shall be the responsibility of the employee. If events beyond the employee's control have interfered with the employee's ability to obtain certifications or licenses, the employee may apply for an extension of the grace period, which extension shall not be unreasonably denied.

Loss of Driver's License is not subject to a grace period and may result in the immediate termination of the employee.

**B-3.05 Demotions and Reinstatements.** The loss of required certifications and/or licensure and the expiration of the aforementioned grace period will result in a demotion of the employee to the next lower position for which the employee meets the minimum qualifications and placement at the step having not less than a 5% reduction in pay beginning with the subsequent pay period. An employee who only meets the requirement of, and is demoted to, the position of Utility Worker Trainee will only be eligible for Utility Worker Trainee wages and is granted 6 months from the date of demotion to achieve minimum requirements of their prior position at which time the employee may be terminated. A demoted employee is eligible to return to their prior position and rate of pay once the employee has met all requirements of their prior position. An employee who is demoted from the position of Utility Specialist II due to the loss of certification and/or licensure may only return to the position of Utility Specialist II and their prior rate of pay if a vacant position exists. If no vacancy exists, the employee is able to promote in accordance with standard practice.

#### **Section B-4: Water Utilities Operations Division Vacancies and Promotions**

**B-4.01 Position Vacancy.** In the event that a position in the Operations Division of the Water Utilities Department that is represented by the Local becomes vacant, the position will be analyzed according to the City's then established process to determine whether or not the vacant position will be re-filled or whether it will be eliminated.

**B-4.02 Promotion from Utility Worker Trainee to Utility Worker.** A Utility Worker Trainee who has obtained one (1) year of experience in the water/wastewater industry shall be eligible for automatic promotion to the position of Utility Worker and shall be entitled to move to Step 0 of the Utility Worker pay scale once the requirements of the position are met including the following certifications are obtained and maintained:

- Class A CDL with Tanker and Air Brakes
- MUTCD Flagger Certification
- Missouri DNR DS-I License Distribution Certification
- Trenching and Shoring Competent Person Certification
- Confined Space Entry Certification
- Bridge Crane and Rigging Certification

**B-4.03 Promotion from Utility Worker to Utility Specialist I.** A Utility Worker I who has obtained a total of three (3) or more years of experience in the water/wastewater industry shall be eligible for automatic promotion to the position of Utility Specialist I. The employee shall receive a five percent (5%) increase in base pay and moved to the salary schedule for Utility Specialist I at the



next highest step which is closest to that employee's adjusted salary once the following certifications are obtained and maintained:

- Missouri DNR Distribution III Certification OR California CWEA Collection System II
- ATSSA Traffic Control Technician (TCT)
- Skid Steer Operators Certification
- Mobile Crane Operators Certification
- All Utility Worker certification requirements (Excluding DS-I)

**B-4.04 Promotion from Utility Specialist I to Utility Specialist II.** A total of four (4) positions in the Operations Division of the Water Utilities Department shall be made available for those who meet the requirements of the Utility Specialist II position. Aside from vacancy, eligibility requirements include a minimum of five (5) years' experience in the water/wastewater industry, valid CWEA Level II Collection System Operator Certification or equivalent Missouri certification if made available, and maintaining all certification requirements of Utility Specialist I and Utility Worker. Further, qualified candidates must demonstrate an ability to influence and lead others to successfully complete tasks and projects. Employees eligible to apply will be required to participate in an interview process to determine qualifications to fill vacant Utility Specialist II positions. Positions will be assigned according to interviews held with eligible candidates and determinations made by Management. In the event that there is not a qualified internal candidate who has been selected through the interview process for a vacant Utility Specialist II position, the Operations Division of the Water Utilities Department shall post the vacancy externally and engage in a competitive hiring process for the position. In the event that no qualified candidate is identified either internally or externally, the position may remain vacant until such time as Management is able to identify a qualified candidate.

An employee who is promoted to Utility Specialist II will receive a five percent (5%) increase in base pay and be placed on the Utility Specialist II pay scale at the next highest step which is closest to that employee's adjusted salary.

**B-4.05 Timing of Promotion.** Promotions shall take effect beginning on the pay period following the certification of eligibility by Management.

### **Section B-5: Bidding Procedure.**

**B-5.01 Bid Opportunities.** Employees of the Operations Division of the Water Utilities Department at the position of Utility Specialist I and II will be able to bid available positions for sectional assignments; generally being, but not limited to, water service and sewer service. In order to allow for proper training opportunities of new employees, Utility Workers and Utility Worker Trainees will not be eligible to bid for assignments.

**B-5.02 Frequency of Bidding.** Bidding shall occur on an annual basis, in June of each year.

**B-5.03 Bid by Seniority.** Bids for water or sewer service shall be taken on the basis of Seniority as defined herein.

**B-5.04 Management Authority.** Management shall only have the right to override bid preferences if necessary to fulfill operational needs, and will provide a written explanation to the employee(s) affected and the Local upon request. Employees will work as assigned, however, bid overrides by Management will be subject to the grievance procedure if the employee and/or Union believes the assignment was retaliatory, discriminatory, based on favoritism, or was not necessary to fulfill operational needs.

**B-5.05 Temporary Work Assignments.** In assigning work within job classifications, Supervisors shall exercise due regard for Seniority. Employees will be assigned to perform work consistent with their bid assignments, except where legitimate operational considerations (including but not limited to work priorities, efficiency, relative experience and ability of available employees, crew cohesion, and knowledge regarding particular ongoing projects) make it appropriate to assign employees to perform other duties. Supervisors shall explain the reasons for their assignment decisions upon request. If any employee disagrees with an assignment, he or she shall work as instructed, but the assignment decision will be subject to the grievance procedure if the employee and/or Union believe the assignment was retaliatory, discriminatory, based on favoritism, or otherwise did not represent a reasonable exercise of business judgment on the part of the Supervisor.

#### **Section B-6: Miscellaneous Provisions Applicable to Operations Division of Water Utilities Department**

**B-6.01 Boot Allowance.** Employees in the Operations Division of the Water Utilities Department covered under this Agreement shall be issued a boot check in the amount of \$350.00 each year.

**B-6.02 Limitation on Compensatory Time.** Due to the staffing needs of the Operations Division of Water Utilities, employees covered under this Appendix shall not exceed a total accumulation of a maximum of forty (40) hours of compensatory time.

**APPENDIX C – PROVISIONS APPLICABLE TO UTILITY BUSINESS SERVICES DIVISION METER SERVICES SECTION OF WATER UTILITIES DEPARTMENT**

***PREAMBLE/DIVISIONAL GOALS***

*The Local, as well as the individual employees, supervisors, and managers of the Business Services Division of the Water Utilities Department share in the commitment to provide excellent service to the residents of Lee's Summit. The professional employees of Business Services Division are dedicated to providing high quality, knowledgeable, accurate, customer focused, efficient services with pride in contributing to the next century of excellence to Lee's Summit Water Utilities.*

**Section C-1: Utility Business Services Division of Water Utilities Department Employment**

**C-1.01 Work Schedule.** The work schedule in the Utility Business Services Division Meter Services Section of the Water Utilities Department shall run from 8:00am to 5:00pm, Monday through Friday. Any deviations from this schedule shall occur in accordance with this Agreement.

**Section C-2: Utility Business Services Division of Water Utilities Department Wages**

**C-2.01 Pay Ranges.**

Effective on the first full pay period following the effective date of this agreement, each employee in the bargaining unit will be compensated based upon their placement on the step plan salary schedule set forth herein. Each employee will be given a five percent (5 %) increase in base pay and placed in the position on the salary schedule for which they are qualified at the next highest step above the adjusted pay.

An exception will be made with respect to Jeanne Tolle, whereby she will be placed at Step 15 of the Meter Technician salary schedule set forth herein and will receive two payments. The first will be three thousand dollars (\$3,000) which is subject to all applicable payroll taxes and deductions upon effective date. On July 1, 2019 Jeanne Toll will get second payment of one thousand five hundred dollars (\$1,500) which is subject to all applicable payroll taxes and deductions.

Position	Meter	
	Meter Tech	Specialist
Step	IAM02	IAM03
0	\$14.7500	\$17.0000
1	\$15.1011	\$17.3205
2	\$15.4605	\$17.6470
3	\$15.8285	\$17.9796
4	\$16.2052	\$18.3185
5	\$16.5909	\$18.6638
6	\$16.9858	\$19.0156
7	\$17.3901	\$19.3740
8	\$17.8040	\$19.7392
9	\$18.2277	\$20.1113
10	\$18.6615	\$20.4904
11	\$19.1056	\$20.8766
12	\$19.5603	\$21.2701
13	\$20.0258	\$21.6710
14	\$20.5024	\$22.0795
15	\$21.0000	\$22.5000

At the beginning of each subsequent fiscal year, each employee will earn one step on the salary schedule unless the employee received a deficient performance evaluation as defined in Section 8.05 of this Agreement.

Newly hired or transferred employees will initially be placed at Step 0 on the step plan for the position for which they are fully qualified (licenses, certifications, qualifications, and experience) upon hire, unless the City and Union Representative mutually agree to an exception and placement of the employee at a Step other than Step 0.

**C-2.02 Call Out Pay.** Employees of the Utility Business Services Division Metered Services Section who respond to a call out shall be paid at one and one half times their applicable Base Hourly Rate for actual hours worked or four (4) hours, whichever is greater.

An employee who has responded to a call out shall be on duty for the entirety of the four (4) hour call out period and shall respond to any other call out received during that period.

**C-2.03 After Hours Work Assignments.** Periodically, public service and safety needs arise which are not during regular work hours. To support the City's need to provide continuous water and sewer service day and night, after-hours work assignments shall be made in accordance with the Business Services Division After Hours Work Assignment Policy.

In the event that adequate staff does not respond to the call out, Management shall have the right to undertake any alternative means necessary to ensure completion of the work necessitating the call out.

### **Section C-3: Training and Certifications**

**C-3.01 Training.** It will be the responsibility of Section Management to determine what training will be mandatory for employees of the Section, and at what intervals. All mandatory training will be provided and/or paid for by the City, and employees will be paid for time spent in mandatory training.

**C-3.02 Grace Period for Expired Certifications and Licensures.** Employees are responsible for ensuring that they are in compliance with any necessary continued training in order to keep required certifications or licenses active. Failure to actively maintain any certification or licensure which is a requirement of the job description for the employee's position will result in the employee being placed on a grace period to be effective as of the date that the license or certification expired. The employee will have six (6) months from the expiration date to achieve re-certification as necessary to maintain the position at which the level of certification is required. In the event that the employee is unable to achieve re-certification as required herein, then he or she shall be demoted to the next lower position he or she is qualified for, due to his or her failure to adhere to the minimum requirements of his or her position. Costs and time for recertification during a grace period shall be the responsibility of the employee.

If events beyond the employee's control have interfered with the employee's ability to obtain certifications and licensures, the employee may apply for an extension of the grace period, which extension shall not be unreasonably denied.

Loss of Driver's License is not subject to a grace period and may result in the immediate termination of the employee.

**C-3.03 Demotions and Reinstatements.** The loss of required certifications and/or licensure and the expiration of the aforementioned grace period will result in a demotion of the employee to the next lower position for which the employee meets the minimum qualifications and placement at the step having not less than a five percent 5% reduction in pay beginning with the subsequent pay period. A demoted employee is eligible to return to their prior position and rate of pay once the employee has met all requirements of their prior position. An employee who is demoted may only return his or her prior position of and rate of pay if a vacant position exists.

### **Section C-4: Vacancies and Promotions**

**C-4.01 Position Vacancy.** In the event that a position in the Metered Services Section of the Water Utilities Department that is represented by the Local becomes vacant, the position will be analyzed according to the City's then established process to determine whether or not the vacant position will be re-filled or whether it will be eliminated.

**C-4.02 Promotion from Meter Technician to Meter Specialist.** A total of one (1) position in the Metered Services Section of the Water Utilities Department will be made available for those who meet the requirements of the Meter Specialist position. Aside from vacancy, eligibility requirements include three (3) years of experience as a Meter Technician and Certification from Missouri Department of Natural Resources as a Backflow Tester. Further, qualified candidates must demonstrate an ability to successfully perform a variety of tasks utilizing the Section's software and hardware environment.

Employees eligible to apply will be required to participate in an interview process to determine qualifications to fill a vacant Meter Specialist position. The position will be assigned according to interviews held with eligible candidates and determinations made by Management. In the event that there is not a qualified candidate who has been selected through the interview process for vacant Meter Specialist position, the Metered Services Section of the Water Utilities Department shall post the vacancy externally and engage in a competitive hiring process for the position. In the event that no qualified candidate is identified either internally or externally, the position may remain vacant until such time as Management is able to identify a qualified candidate.

The employee who is promoted to Meter Specialist shall receive a five percent (5%) increase in base pay and moved to the salary schedule for Meter Specialist I at the next highest step which is closest to that employee's adjusted salary.

**C-4.03 Timing of Promotion.** Promotions shall take effect beginning on the pay period following certification of eligibility by Management.

#### **Section C-5: Miscellaneous Provisions Applicable to Utility Business Services Division Metered Services of Water Utilities Department**

**C-5.01: Boot Allowance.** Employees in the Metered Services Section of the Water Utilities Department covered under this Agreement shall be issued a boot check in the amount of \$170.00 each year. Boot checks will be issued during the month of October.

**C-5.02 Limitation on Compensatory Time.** Due to the staffing needs of the Metered Services Section of Water Utilities, employees covered under this Appendix shall accrue a maximum of forty (40) hours of compensatory time.

**APPENDIX D – PROVISIONS APPLICABLE TO ADMINISTRATION DEPARTMENT FLEET DIVISION**

**Section D-1: Fleet Division Employment**

**D-1.01 Work Schedule.** The work schedule in the Fleet Division of the Administration Department shall run from 7:00am to 3:30pm, Monday through Friday. Any deviations from this schedule shall occur in accordance with this Agreement.

**Section D-2: Fleet Division Wages**

**D-2.01 Pay Plan.**

Effective on the first full pay period following the effective date of this agreement, each employee in the bargaining unit will be compensated based upon their placement on the step plan salary schedule set forth herein. Each employee will be given a five percent (5 %) increase in base pay and placed on the salary schedule at the next highest step above the adjusted pay.

<b>Position</b>	<b>Mechanic</b>	<b>Mechanic/Inventory Technician</b>
<b>Step</b>	<b>IAM04</b>	
	0	\$19.0000
	1	\$19.4503
	2	\$19.9113
	3	\$20.3832
	4	\$20.8663
	5	\$21.3608
	6	\$21.8671
	7	\$22.3854
	8	\$22.9159
	9	\$23.4590
	10	\$24.0150
	11	\$24.5842
	12	\$25.1668
	13	\$25.7633
	14	\$26.3739
	15	\$27.0000

At the beginning of each subsequent fiscal year, each employee will earn one step on the salary schedule unless the employee received a deficient performance evaluation as defined in Section 8.05 of this Agreement.

Newly hired or transferred employees will initially be placed at Step 0 on the step plan unless the City and Union Representative mutually agree to an exception and placement of the employee at a Step other than Step 0.

**D-2.02 Double Time Pay.** Employees of the Fleet Division of the Administration Department who work a call out, holdover, or scheduled overtime (not snow plan or schedule changes pursuant to Section 7.01) between the hours of 10 p.m. and 5 a.m. shall be paid at double their applicable base hourly rate for all hours actually worked between 10 p.m. and 5 a.m.

**D-2.03 Call Out Pay.** Employees of the Fleet Division of the Administration Department who work a call-out between the hours of 3:30pm and 7:00am shall be paid at one and one half times (or double time as detailed in D-2.02) their applicable Base Hourly Rate, as defined in this Agreement, for all hours actually worked or four (4) hours, whichever is greater, for each non-overlapping call out they respond to.

**D-2.04 Call Out Procedure.** Periodically, public service and safety needs arise which are not during regular work hours. To ensure that the City can fulfill these needs, the Fleet Division of the Administration Department will maintain a Call Out List which shall consist of a list of employees in the Division and one contact number for each employee. Each individual employee is responsible for verifying that information on the Call Out List is up to date and accurate, and is responsible for updating that information with Management as necessary.

Management will determine when a call out is necessary, as well as the number of employees needed to address the issue.

Employees will be called based on Seniority, as well as qualifications needed to address the issue. Once Management has reached the least senior qualified employee, without the necessary number of employees accepting the call out, the call out will become mandatory.

Once a call out becomes mandatory, Management will begin with the least senior qualified employee and will work back up the Call Out List. At this point, employees will be required to accept the call out.

Employees are required to respond to the Fleet Facility for a call out within forty-five (45) minutes.

In the event that adequate staff does not respond to the call out, Management shall have the right to undertake any alternative means necessary to ensure completion of the work necessitating the call out.

**D- 2.05 EVT/ASE Certification Pay.** Mechanics shall be entitled to receive certification pay at the rate of \$0.15 per hour for each ASE and EVT certification that they acquire and maintain, up to a maximum of fifteen (15) certifications, for a total maximum certification pay \$2.25 per hour. Such



certification pay shall be considered part of the employee's Base Hourly Rate, as defined by this Agreement.

**D-2.06 Overtime Work Opportunities and Unclaimed Overtime.** Overtime work opportunities will be offered by Seniority, except that employees who are working on a job at the time the overtime becomes available shall first be offered the opportunity to complete the job. If all available bargaining unit personnel in the Fleet Division of the Administration Department decline to accept an overtime assignment on a voluntary basis, the City shall have the right to require the most junior qualified employee in the Division to accept the assignment.

### **Section D-3: Training and Certifications**

**D-3.01 Training.** It will be the responsibility of Division Management to determine what training will be mandatory for employees of the Division, and at what intervals. All mandatory training will be provided and/or paid for by the City, and employees will be paid for time spent in mandatory training.

**D-3.02 CDL and State of Missouri Motor Vehicle Inspection License Requirement and Reimbursement.** Both the Mechanic and Mechanic/Inventory Technician positions of the Fleet Division of the Administration Department require the incumbent to possess a valid Commercial Driver's License (CDL) certification as well as a valid State of Missouri Motor Vehicle Inspection License. Loss of CDL or Missouri Motor Vehicle Inspection License may result in the immediate termination of the employee. City agrees to reimburse any and all fees for employees to obtain and maintain said certifications.

### **Section D-4: Vacancies**

**D-4.01 Position Vacancy.** In the event that a position in the Fleet Division of the Administration Department that is represented by the Local becomes vacant, the position will be analyzed according to the City's then established process to determine whether or not the vacant position will be re-filled or whether it will be eliminated.

### **Section D-5: Miscellaneous Provisions Applicable to Fleet Division**

**D-5.01: Boot Allowance.** Employees in the Fleet Division of the Administration Department covered under this Agreement shall be issued a boot check in the amount of \$350.00 each year. Boot checks will be issued during the month of October.

**APPENDIX E – PROVISIONS APPLICABLE TO CENTRAL BUILDING SERVICES DIVISION OF  
ADMINISTRATION DEPARTMENT**

**Section E-1: Central Building Services Division Employment**

**E-1.01 Work Schedule.** The bargaining unit position in Central Building Services is Custodian. Custodians covered under this Appendix shall ordinarily either work a day shift or a night shift. The day shift shall start at a specified time between the hours of 4:00am and 9:00am, and the night shift shall start at a specified time between the hours of 5:00pm and 11:00pm. Each custodial shift shall run for eight and one-half (8 ½) hours, inclusive of a thirty (30) minute unpaid lunch break. Any deviations from this schedule shall occur in accordance with this Agreement.

**Section E-2: Central Building Services Division Wages**

**E-2.01 Pay Plan.**

Effective on the first full pay period following the effective date of this agreement, each employee in the bargaining unit will be compensated based upon their placement on the step plan salary schedule set forth herein. Each employee will be given a five percent (5 %) increase in base pay and placed on the salary schedule at the next highest step above the adjusted pay.

<b>Position</b>	<b>Custodian</b>
<b>Step</b>	<b>IAM01</b>
0	\$14.5000
1	\$14.7925
2	\$15.0909
3	\$15.3953
4	\$15.7058
5	\$16.0226
6	\$16.3458
7	\$16.6755
8	\$17.0118
9	\$17.3549
10	\$17.7049
11	\$18.0620
12	\$18.4263
13	\$18.7980
14	\$19.1772
15	\$19.5629

At the beginning of each subsequent fiscal year, each employee will earn one step on the salary schedule unless the employee received a deficient performance evaluation as defined in Section 8.05 of this Agreement.

**E-2.02 Shift Differential.** Custodial employees assigned to the night shift shall receive a shift differential of \$0.50 per hour added to their Base Wage Rate, as defined by this Agreement, for all work on any night shift assignment.

**E-2.03 Call Out Pay.** Employees of the Central Building Services Division of the Administration Department who work outside of their regular work schedule shall be paid at one and one half times their applicable base hourly rate for all hours actually worked or for four (4) hours, whichever is greater, for each call that they respond to.

**E-2.04 Call Out Procedure.** Periodically, public service and safety needs arise which are not during regular work hours. To ensure that the City can fulfill these needs, the Central Building Services Division of the Administration Department will maintain a Call Out List which shall consist of a list of employees in the Division and one contact number for each employee. Each individual employee is responsible for verifying that information on the Call Out List is up to date and accurate, and is responsible for updating that information with Management as necessary.

Management will determine when a call out is necessary, as well as the number of employees needed to address the issue.

Employees will be called based on Seniority, as well as qualifications needed to address the issue. Once Management has reached the least senior qualified employee, without the necessary number of employees accepting the call out, the call out will become mandatory.

Once a call out becomes mandatory, Management will begin with the least senior qualified employee and will work back up the Call Out List. At this point, employees will be required to accept the call out.

Employees are required to respond to their place of work for a call out within forty-five (45) minutes.

In the event that adequate staff does not respond to the call out, Management shall have the right to undertake any alternative means necessary to ensure completion of the work necessitating the call out.

**E-2.05 Overtime Work Opportunities and Unclaimed Overtime.** Overtime work opportunities will be offered by Seniority as defined, except that employees who are working on a job at the time the overtime becomes available shall first be offered the opportunity to complete the job.

If all available bargaining unit personnel in the Central Building Services Division of the Administration Department decline to accept an overtime assignment on a voluntary basis, the City shall have the right to require the most junior qualified employee in the Division to accept the assignment.

### **Section E-3: Training and Certifications**

**E-3.01 Training.** It will be the responsibility of Division Management to determine what training will be mandatory for employees of the Division, and at what intervals. All mandatory training will be provided and/or paid for by the City, and employees will be paid for time spent in mandatory training.

### **Section E-4: Vacancies**

**E-4.01 Position Vacancy.** In the event that a position in the Central Building Services Division of the Administration Department that is represented by the Local becomes vacant, the position will be analyzed according to the City's then established process to determine whether or not the vacant position will be re-filled or whether it will be eliminated.

### **Section E-5: Miscellaneous Provisions Applicable to Central Building Services Division of the Administration Department**

**E-5.01 Boot Allowance.** Employees in the Central Building Services Division of the Administration Department covered under this Agreement shall be issued a boot check in the amount of \$170.00 each year. Boot checks will be issued during the month of October.

**E-5.02 Limitation on Compensatory Time.** Due to the staffing needs of the Central Building Services Division, Custodians covered under this Appendix shall accrue a maximum of twenty-four (24) hours of compensatory time annually, and shall be entitled to utilize compensatory time in increments of two consecutive shifts or less.