

**COLLECTIVE BARGAINING**

**AGREEMENT BETWEEN**

**CITY OF ST. LOUIS**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL UNION NO. 876**

**COVERING EMPLOYEES OF  
WATER, WASTEWATER AND DPW DIVISION  
OF  
THE DEPARTMENT OF PUBLIC SERVICES**

**July 1, 2021 through June 30, 2024**

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## AGREEMENT

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of July, 2021, between the CITY OF ST. LOUIS, Michigan, which may be referred to as the "CITY," and LOCAL UNION NO. 876 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, which may be referred to as the "UNION."

## WITNESSETH

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union and the general public may mutually benefit, the parties agree with each other as follows.

## ARTICLE I

### RECOGNITION

#### Section 1. Bargaining Representative.

The City recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

#### Section 2. Bargaining Unit.

The bargaining unit shall consist of all regular full-time employees of the Public Services Department (Water/Wastewater and Public Works divisions). The bargaining unit excludes the department director, all supervisors, all office and clerical employees, part-time and seasonal employees, and all other employees.

#### Section 3. Non-Full-Time Employees.

The City may hire part-time, seasonal and temporary employees. The City will notify the Steward of such hires. The City will not use those hires to layoff or demote employees in the bargaining unit. Except under unusual circumstances agreed to by the parties to this agreement, no part-time, seasonal, or temporary employee shall serve a term of employment which exceeds 1,200 hours employment during any calendar year.

#### Section 4. No Anti-Union Discrimination.

No member of the Union shall be unlawfully discriminated against because of legal activities on behalf of the Union.

## ARTICLE II

### UNION SECURITY AND CHECKOFF

#### Section 1. Non-Member Payments.

All employees covered by the terms of this Agreement who are not members of the Union shall be required, as a condition of their employment from and after the 60<sup>th</sup> day following the date

of their employment or the effective date of this Agreement, whichever is later, to pay to the Union an amount equal to the initiation fees, dues and assessments imposed by the Union for the administration of this Agreement, to the fullest extent permitted by state and federal law.

This section shall not apply during any time period when requirement to pay initiation fees, dues and assessments or amounts equal thereto, is prohibited by state and/or federal law.

Section 2. Authorizations.

The City agrees to deduct, upon receipt of voluntary written authorizations from its employees, the initiation fees, dues and assessments specified in those authorizations. The City shall remit the moneys to the Union by the 20<sup>th</sup> of the month following the month in which the deductions are made.

Section 3. List of Members.

The Union shall furnish to the City a list of members subject to dues and assessments deductions and the amount of such deductions at the beginning of this Agreement and shall furnish the City written documentation of subsequent changes in members subject to dues deductions and/or amounts of dues deductions throughout the term of this Agreement.

Section 4. Hold Harmless.

The Union agrees to hold the City harmless from any liability incurred as a result of any deductions made by the City according to this Article. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against it on account of the application of this Article.

Section 5. Refunds.

The Union agrees to refund to the City any amounts paid to the Union in error on account of the checkoff provision upon presentation of proper evidence of the error.

### ARTICLE III

#### MANAGEMENT SECURITY AND RIGHTS

Section 1. No Strike.

The services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a municipal government and to the welfare of the public dependent on that municipal government. In consideration of that fact, the Union agrees that under no conditions and in no event will the employees covered by this Agreement be called upon or permitted to cease or abstain or slow down from the continuous performance of the duties pertaining to the positions held by them with the City, in accordance with the terms of this Agreement. The City agrees on its part to do nothing to prevent the continuity of performance by its employees, insofar as such performance is required in the normal and usual operation of the City.

Section 2. Management Rights.

The City, on its own and on behalf of its electors, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, the City Charter,



the St. Louis Code and any modification made to it and any resolutions passed by the City elected officials. Further, all rights which ordinarily vest in and are exercised by employers, except as specifically relinquished in this Agreement, are reserved to and remain vested in the City, including but not limited to the right:

- A. To manage the City's affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools and equipment to be used, and the discontinuance of any services, material or methods or operation;
- B. To introduce new equipment, methods, machinery or processes; to change or eliminate existing equipment and institute technological changes; to decide on materials, supplies, equipment and tools to be purchased and repaired;
- C. To subcontract or purchase any or all work, processes or services;
- D. To determine the number, location and type of facilities and installations;
- E. To decide the work functions to be performed and the amount of supervision necessary;
- F. To determine the size of the work force and increase or decrease its size;
- G. To hire, assign and layoff employees;
- H. To reduce the work week or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day;
- I. To permit City employees other than those represented by the Union to perform bargaining unit work when, in the City's opinion, this is necessary for the conduct of municipal services and all employees represented by the Union have been offered a chance to work if available;
- J. To direct the work force, assign work, and determine the number of employees assigned to operations, all in accordance with applicable safety regulations;
- K. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications;
- L. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- M. To establish work schedules;
- N. To discipline, suspend and discharge employees (the City shall attempt to, but shall not be required to, meet with an employee and the employee's Steward before the City takes any disciplinary action against the employee);



- O. To adopt, revise and enforce working rules and carry out cost and general improvement programs;
- P. To select employees for promotion or transfer to supervisory or other positions with any employee having the right to refuse a promotion or transfer before it is initially accepted by the employee; and
- Q. To determine the qualification and competency of employees to perform available work.

## ARTICLE IV

### UNION BARGAINING RESPONSIBILITIES

#### Section 1. Bargaining Committee.

The bargaining committee of the Union will include not more than one bargaining unit member. It may also include non-employee representatives of the Union, but not more than two in number. No overtime shall be paid for as a result of negotiations. The Union will give to the City, in writing, the name of its employee representative on the bargaining committee 90 days prior to the expiration of this Agreement.

#### Section 2. Union Steward.

The Union shall give to the City written notice of the identity of the Union's Steward, who shall be a City employee represented by the Union.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### Section 1. Grievance Definition.

A grievance is an alleged violation of a provision or provisions of this Agreement. All grievances shall be processed in accordance with the following steps.

#### Section 2. Grievance Procedure.

The grievance procedure shall be as follows.

- A. Step 1 Oral. Any employee who feels aggrieved shall, with or without the Steward, discuss the matter with the employee's supervisor in an attempt to settle the matter.
- B. Step 2 Written. If Step 1 fails to settle the grievance, it shall, within 14 calendar days of the event or occurrence giving rise to the grievance, or within 14 days of when the grievance should have reasonably become known to the Union or the grievant, be submitted in writing by the Steward to the department head. The written grievance shall be signed and dated by the grievant, and it shall include a statement of the facts giving rise to the grievance and the provisions of the Agreement that are alleged to have been violated. Within seven calendar days of receiving the written grievance,

the department head shall send to the grievant and the Steward a written response to the grievance.

- C. Step 3 Appeal to City Manager. if Step 2 fails to settle the grievance, the Steward or the Union Business Manager may, within seven days of the Department head's response, appeal the grievance to the City Manager. The City Manager, or a designee, shall promptly schedule a meeting with the Business Manager, or a designee, and the Steward to discuss the matter. The meeting shall take place within 14 calendar days of the City Manager's receipt of the grievance, or at such subsequent date as is agreed upon by the City Manager and the Business Manager. The City Manager, or a designee, shall submit a written response to the grievance to the Business Manager, or a designee, within seven calendar days of the meeting.
- D. Step 4. Arbitration. If Step 3 fails to settle the grievance, the Business Manager or a designee may, within 14 days of the date of the Step 3 answer, appeal the grievance to the Federal Mediation and Conciliation Service (the "FMCS") for arbitration according to the rules and procedures of the FMCS.

### Section 3. Arbitrator's Powers.

The arbitrator's powers shall be limited to the application and interpretation of the Agreement as written, and the arbitrator shall be governed at all times entirely by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or to specify the terms of a new Agreement. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with provisions of this Agreement. The arbitrator shall have no authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, or to set any wage rate. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. If the arbitrator finds no power to rule on a case, the matter shall be referred back to the parties without a decision or recommendation on the merits of the case. The arbitrator's decision shall be final and binding upon the Union, the City and all the employees in the bargaining unit; provided, however, either party may exercise its legal remedies if the arbitrator exceeds the jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time of the grievable event. The expenses and fees of the arbitrator shall be shared equally by the City and the Union, but the City and the Union shall each be responsible for the expenses of presenting their own cases to the arbitrator.

### Section 4. Time Limits.

All time limits contained in this Grievance Procedure shall be strictly adhered to unless waived or extended by written mutual agreement. Grievances not answered within the time limit may be advanced to the next step of the procedure, and grievances not appealed within the time limit shall be considered withdrawn or settled based upon the last written answer to the grievance.

### Section 5. Discipline/Personnel File

Upon written request by an employee, documents related to any disciplinary action more than four (4) years old contained in the employee's personnel file may be removed.



**ARTICLE VI**  
**LAYOFF AND RECALL**

**Section 1. Layoffs.**

Should the City decide to reduce the number of employees in a division, the City shall first layoff all seasonal employees, temporary employees, part-time employees and probationary employees in that division. Thereafter, the City shall give regular employees represented by the Union written notice if they are to be laid off. When making reductions in forces, those with the least seniority shall be laid off first if the remaining employees are qualified to perform the remaining work. Employees shall be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications to perform the required work.

**Section 2. Voluntary Layoff.**

A seniority employee may elect to take a voluntary layoff, out of line with his or her seniority, in those situations where the City determines there is a need to engage in a layoff and the City determines that the volunteer(s) skills and abilities do not require that he or she remain on the job. At the time of the layoff, the volunteer will be advised as to the anticipated length of the layoff. Should the volunteer elect to be laid off out of line with his or her seniority, he or she will remain on layoff for the time period indicated by the City at the time he or she volunteered, unless the City shall determine there is a need to recall the individual at an earlier date. Should the layoff extend beyond the date provided to the volunteer, then he or she shall have the opportunity to elect to remain on layoff for the extended period of time as designated by the City or to return to work on a recall basis in line with his or her seniority. As a result of an individual volunteering to be laid off out of line with his or her seniority, the City agrees not to protest the individual's receipt of unemployment compensation benefits resulting from the voluntary layoff.

**Section 3. Recalls.**

- A. Employees to be recalled from layoff shall be given a minimum of five calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Employees who decline recall or who fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority list.
- C. The City shall maintain a recall list of laid off regular full-time employees. The recall list need not include probationary employees and shall limit the period of recall to the affected employees' seniority, but not more than one year.
- D. The Union recognizes the right of the City to have work covered by this Agreement performed by contractors or other City employees. The work they do shall not cause an employee covered by this Agreement to be laid off, reduced to part-time or demoted to a lower classification.
- E. There shall be no contracting out of work which is normally performed by qualified



regular full-time employees represented by the Union who are on lay-off from the City, except in an emergency situation or employee on layoff cannot be contacted, refuses or is unable to report for work.

## ARTICLE VII

### PROMOTIONS

#### Section 1. Competing Employees.

Promotions to better jobs of equal or better pay shall be based upon the ability of competing employees to perform, as determined by the City. If competing employees are deemed by the City to be equal, then the promotion shall be based upon seniority.

#### Section 2. Posting

The City agrees to post all new job openings and job vacancies on the bulletin board for a period of eight days. The City will then proceed to fill the position in accordance with the City's hiring practices. The City reserves the right to bypass the posting and advertising in the event of an emergency.

#### Section 3. Probation.

Employees promoted shall serve a probationary period in the new position of 90 days. Should a promoted employee not pass the probationary period, as determined by the City, the employee shall be demoted to the employee's former position.

## ARTICLE VIII

### SAFETY

#### Section 1. Reasonable Protection.

When the Union believes the City has not provided reasonable protection from injury, the Union may request in writing a special meeting with the department head or the department head's designee. The written request shall state the nature of the problem. Discussion shall be limited to the matter set forth in the request. These special meetings shall not be used to renegotiate the Agreement.

#### Section 2. Appliances and Equipment.

The City shall furnish adequate appliances and protective equipment, if necessary, for all employees of the affected division. The safety and protective devices shall be used at all times. Failure to use the safety and protective devices shall be grounds for disciplinary action.

#### Section 3. Vehicles.

Vehicles used to transport any employee shall provide adequate seating facilities for such employees. Cargo carried in such vehicles shall be safely secured from shifting. Vehicles carrying City personnel shall be driven safely, with due regard to caution, and at a safe speed in regard to road conditions.

Section 4. Reporting.

It shall be the duty of all employees to report immediately any defective or unsafe condition or damage to any vehicle or other property belonging to the City or other persons.

Section 5. Inclement Weather.

The department head will determine whether or not inclement weather conditions which would endanger health or safety are present. Employees will be provided with rain gear for inclement weather.

**ARTICLE IX**

**HOURS OF WORK**

Section 1. Regular Schedule.

- A. The regular schedule for each employee shall consist of five days per week of eight hours each, with an hour unpaid lunch break, subject to cancellation because of work demands. Employees will be given a 15 minute paid break before and after the lunch break, as well as an opportunity to clean-up before the lunch break and the end of the day.
- B. The City shall provide as much notice as is practicable to employees whose shifts are changed.

Section 2. Overtime.

Overtime shall consist of authorized work in excess of 40 hours of work per work week (i.e. Monday at 12:00 midnight through the following Sunday at 11:59 p.m.), or in excess of eight hours per day. Overtime shall be paid at one and one-half times an employee's regular rate of pay. There shall be no pyramiding of overtime pay and/or premium pay. Sick leave shall not constitute hours worked for the purpose of calculating overtime.

Section 3. On-Call.

- A. On-call shall be by division or department as determined by management.
- B. An employee on on-call shall receive one hour of straight time for each weekday Monday through Friday, and two hours of straight time for Saturdays, Sundays and holidays. An employee in the Water/Wastewater department on on-call for Saturday, Sunday or a holiday shall also be required to perform such work required to maintain services as directed by management. The Public Works Department shall be subject to on-call for a sixteen (16) week season from approximately November 15 through April 1. When on-call is scheduled for the Public Works Department, an employee on on-call shall receive one hour of straight time for each weekday Monday through Friday, and two hours of straight time for Saturdays, Sundays and holidays.
- C. Employees who are required to be on on-call shall respond to a call as soon as



possible, but in no case greater than 15 minutes after a call has been placed to the communication device (cell phone or pager with reliable service) for which a telephone number has been given by the Employee for purposes of on-call contact purposes. When a call requires the Employee to report for work, the Employee shall report for work within 60 minutes of the call being made to the communication device. Further, at any time it is necessary for the City to contact the Employee on a work related issue; the City may contact the Employee by placing a call to the communication device.

Employees while being compensated for On-Call are expected to receive/answer calls from Dispatch and return call to a customer experiencing difficulty with a City service for no additional compensation unless said call requires that the employee physical report to their workplace to resolve a problem issue which shall constitute a Call-in.

Employees will receive a cell phone allowance of twenty (\$25) dollars per month. Cell phone allowance will be paid each employee the first pay of each month.

#### Section 4. Call-In.

When an employee is called in to work outside of the employee's regular hours of work, the employee shall be paid a minimum of two hours of overtime pay. If an employee is asked to work extra immediately before or immediately after the employee's working time, this is not considered a call-in.

#### Section 5. Rest Period.

An employee who has worked 16 hours or more within a 24 hour period shall, whenever possible, be released and given eight hours rest before reporting for the employee's next scheduled duty. An employee shall be paid twice the employee's regular rate of pay for all hours worked by the employee after the employee has worked 16 hours in a 24 hour period, and before the employee has been off duty for at least eight consecutive hours.

## **ARTICLE X**

### **BENEFITS**

#### Section 1. Retirement System.

Full Time employees shall participate in the MERS Defined Contribution Plan. The City will contribute eight (8%) percent of wages for each covered employee, and each covered employee must contribute three (3%) percent of gross wages.

Full plan benefit descriptions are available to employees from the Payroll Clerk.

#### Section 2. Holidays.

The City observes the following as paid holidays each year.



Major Holidays

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving  
Christmas

Minor Holidays

President's Day  
Good Friday  
Opening Day of Michigan Firearm Deer Season  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's

If "Opening Day" of Deer Hunting Season falls on Saturday or Sunday, the following Monday shall be recognized as Opening Day.

Holidays falling on Sunday shall be observed by the City the following Monday. Holidays falling on Saturday shall be observed by the City the preceding Friday.

When Christmas falls on a Saturday, the Thursday before shall be observed as the "Day before Christmas" and the Friday before shall be observed as Christmas. When Christmas falls on Monday, the Friday before shall be observed as the "Day before Christmas." The same rules shall apply to New Year's Day and the "Day before New Year's."

An eligible employee will be paid eight hours of straight time for each of the above holidays. If an eligible employee works on a Major Holiday, the employee will also be paid twice the employee's regular rate of pay for the hours actually worked. If an eligible employee works on a Minor Holiday, the employee will also be paid time and one-half the employee's regular rate of pay for the hours actually worked. If an employee works on a Friday or a Monday which is designated for a Major Holiday which falls on a weekend, the employee will also be paid time and one-half the employee's regular rate of pay for the hours actually worked. If an employee works on a Major Holiday which falls on a weekend, the employee will also be paid twice the employee's regular rate of pay for the hours actually worked.

To be eligible for holiday pay, an employee must have worked both the employee's last scheduled work day before and first scheduled work day after the holiday. An employee will be excused from working the employee's last scheduled work day before and/or first scheduled work day after the holiday if the employee produces a doctor's certificate to substantiate the reason for the employee missing either or both of those work days, as the case may be.

Section 3. Vacation.

Full-time employees shall earn vacation leave with pay in accordance with the following schedule based upon their completed vacation benefit years of service as of July 1 each year:

After one full vacation benefit year of service	80 hours;
After five full vacation benefit years of service	120 hours;
After ten full vacation benefit years of service	160 hours;
After eighteen full vacation benefit years of service	200 hours.

Each employee will be credited with vacation leave on July 1 of each year, to be used during the next 12 months.

An eligible employee is qualified to receive vacation leave in accordance with the schedule above provided the employee has worked at least 1600 hours during the previous vacation benefit year (July 1-June 30.)

Employees with less than one vacation benefit year of service or who worked less than 1600 hours during the previous vacation benefit year are eligible for pro-rated vacation based upon the number of hours actually worked. For example, a full time employee with ten vacation benefit years of service who has worked 800 hours in the previous vacation benefit year is eligible for  $800/1600 \times 160 = 80$  hours of vacation. An employee with less than one vacation benefit year of service, vacation would be based on the actual number of hours worked from the employee's date of hire to July 1 divided by 1600 and multiplied by 80.

For the purpose of vacation leave eligibility, all paid leave shall count as hours worked. Unpaid leave shall not count as hours worked for the purposes of calculating vacation benefit eligibility. Further, one hour of work shall be counted as one hour of work even though the hour worked may have been paid at rate greater than the employee's hourly rate. Workers' Compensation is not paid leave

Vacation leave will not be paid for hours actually worked. A minimum of one half day shall be charged for any vacation leave taken.

Vacation leave may not be taken unless approved by the City. In deciding whether or not to grant an employee's vacation request, the City shall consider the time of the vacation request, the City's work schedule, the availability of other employees and the seniority of the requesting employee.

Vacation leave may not be used while an employee is serving the initial probationary period as a new employee. If a probationary employee is terminated during the probationary period, all vacation leave earned or accrued as defined under Section 4, shall be forfeited.

Employees who give at least two weeks advance written notice of the termination of their employment with the City will be paid for vacation benefits as provided in Section 4. Terminal vacations (taken after the employee's last active day at work) will not be counted as advance notice of an employee's termination.

The City believes vacations are valuable for the employee's personal health and effectiveness. Employees are, therefore, encouraged to take their full vacation allowed each year; however, a maximum of 40 hours may be carried over from one vacation benefit year to the next. Any vacation in excess of 40 hours shall be permanently forfeited if not used by June 30. Upon an employee's written request describing extenuating circumstances why a vacation carryover greater than 40 hours is necessary, the City Manager may grant carryover not to exceed 120 hours.

#### Section 4. Termination – Vacation Pay Out

Earned vacation shall be that vacation leave time due the employee for work performed during the previous vacation benefit year. Vacation shall be earned on July 1. Accrued vacation shall be that vacation time accumulated during the vacation benefit year that would be credited to an



employee's vacation leave balance the following July 1.

An employee who has worked less than 1600 hours at the time of termination will have accrued a pro-rata vacation based upon the number of hours actually worked; provided however, that hours lost (based on 40 hours per week) as a result of a worker's compensable injury suffered in the course of employment with the City, which renders the employee unable to return to work following said injury, shall be counted toward the 1600 hour minimum.

Upon termination of employment, an employee shall be paid for vacation leave earned and accrued, except in the case of voluntary quit with less than two (2) weeks notice. In the case of voluntary quit with less than two (2) weeks notice, all vacation leave earned shall be paid, however, any accrued vacation shall be forfeited.

#### Section 5. Personal Business Days.

On July 1 each year, all full time employees shall be eligible for five (40 hours) personal business days per year which are not subject to a deduction from sick leave accumulation.

Personal business days may be used in any combination of time blocks with a minimum of one hour. No partial hours will be recorded. Time must be rounded to the next full hour. Personal business days may be used as vacation.

For new hire employees, personal business days will be prorated from the date of hire to the next July 1 rounded to the nearest whole day. For example: 40 hours personal business days divided by 12 months times the number of whole months remaining to be worked until July 1, rounded to the nearest whole day. An employee hired February 15 would have 4 months remaining until July 1  $(40/12) \times 4 = 13.33 = 16$  hours personal time. New hire employees are eligible to use personal business days while serving a probationary period. Any new hire employee terminated during a probationary period shall forfeit any personal business days that may have been credited.

Prior to use of any personal business days, the employee is required to make written request, which must receive the approval of the supervisor or department head prior to the personal business day being taken. Such approval is at the discretion of the department head.

Personal business days will be lost if not taken in the year allotted.

#### Section 6. Paid Sick Time.

Every employee covered by this Agreement shall earn 10 hours of paid sick leave per month, which may be accumulated to a maximum of 500 hours. Sick leave shall be used to pay an employee's regular straight time wages after the sick time is earned. Sick leave shall be used after it is earned, for absence caused by personal illness of the employee, whether caused by disease or injury. Sick leave may be used by the employee in case of illness in the employee's immediate family, including spouse, child, step child, parent or anyone living in the employee's house as a member of the employee's household, provided the employee is able to show that the employee's attendance is reasonably necessary for the care of the ill person. Sick leave may not be taken for times of less than one hour, and above one hour it must be taken in one-half hour increments.

Paid sick time accumulated above 500 hours as of June 30 shall be paid to an employee, at a



50 percent rate, on the first payday of August, at the employee's rate of pay when the sick time was earned.

After the employee is off work three (3) consecutive days, upon returning to work the employee must present their immediate supervisor or department head with a certificate from a physician or the Health Department, releasing them from their care and authorizing their return to work.

Upon death or retirement, the employee or the employee's estate shall be entitled to be paid one-half of the employee's accumulated unused sick leave that exceeds 500 hours, at the rate of pay prevailing at the time of the employee's death or retirement.

After an employee has used all accumulated sick time and has exhausted any other leave the employee is entitled to, the employee will lose seniority and the employment relationship with the City shall be ended.

#### Section 7. Worker's Compensation.

In order to protect an employee and an employee's family against medical care expenses and lost wages caused by accidents arising out of or in the course of employment with the City, an employee is covered by worker's compensation insurance according to State law.

Employees must report any work related injury or illness to their supervisor or department head immediately. All verbal reports must be followed by a written incident report obtained from the department head.

An employee receiving worker's compensation benefits may use accumulated paid sick leave or vacation leave to eliminate or reduce the difference between the employee's regular wage and the employee's worker's compensation benefits.

Upon the exhaustion of any accumulated paid sick leave and vacation leave, an employee shall draw only worker's compensation benefits.

#### Section 8. Flexible Spending Accounts.

Section 125 of the Internal Revenue Code, as amended, allows an employee to have before-tax wages reduced for child care purposes. The City simply retains those wages for eventual disbursement to pay covered expenses. For further information about this benefit, contact the Payroll Clerk.

#### Section 9. Mileage and Expenses.

Upon the approval of the department head and the City Manager, employees who incur expenses for operating their personal motor vehicles for City purposes will be reimbursed at the IRS published rate. To receive payment, an employee must file an expense reimbursement form with the department head.

#### Section 10. Deferred Compensation.

Full time employees may elect to participate in the ICMA-RC or MERS 457 Deferred Compensation Plan. Under the program, employees may elect to defer a part of their income to be held in trust and invested according to the employee's direction. Deferred compensation is a program provided for under Section 457 of the Internal Revenue Service Code. Sums deferred are State and Federal pre-

tax and earnings on the investments are tax deferred as well. This program may be used by eligible employees to supplement their retirement earnings.

Section 11. Educational Expenses.

The City will reimburse an employee for educational expenses subject to the following provisions.

- A. A written request to the City Manager must be submitted for approval prior to enrollment. The request must include an outline of the course being considered, the expenses involved and the recommendation of the department head.
- B. The curriculum must be of direct, appropriate and obvious benefit to the employee for the performance of City employment duties.
- C. Proof of the employee's successful completion of the course must be submitted to the City Manager before reimbursement is made by the City to the employee. Successful completion is defined as a final grade of C or better.
- D. Reimbursement shall be for tuition and books only.
- E. If an employee leaves the employment of the City within one year after completing a course for which the employee received payment from the City for educational expenses, the employee shall reimburse the City for those expenses.

**ARTICLE XI**

**INSURANCE**

Section 1. Hospitalization.

The City shall provide regular full-time employees covered by this Agreement and their eligible dependents with the Blue Cross/Blue Shield Simply Blue HSA PPO Gold Plan \$1,500 Medical Coverage with Prescription Drugs.

The City will pay 80% of health coverage costs and the employee will pay 20% of health coverage costs.

A new hire employee's insurance shall become effective on the insurance carrier's first billing cycle date following 30 calendar days of employment. If a new hire employee has Blue Cross insurance through a previous employer that has not lapsed, City will coordinate, if possible, with Blue Cross to transfer the new hire employee's insurance to City's insurance plan as of the date of hire to avoid lapse of coverage.

During the term of this Agreement from 7/1/2021 to 6/30/2024, should the total annual cost of health care increase 12.5% or more, either party shall have the right to seek to re-open the Agreement to discuss healthcare only.

The City shall pay \$1,150.00 on an annual basis to employees who opt out of participating in the



City's Health Care Insurance upon proof of other insurance.

Section 2. Dental Insurance.

The City agrees to provide regular full-time employees covered by this Agreement and their eligible dependents with dental insurance which pays reasonable charges for the following services. Dental insurance coverage for a new hire employee shall become effective on the insurance carrier's first billing cycle date following 30 calendar days of employment.

Class I .(Type I: with copayment of 0%) Preventative and Diagnostic services for oral examination, emergency treatment of pain relief, cleaning and topical applications of fluoridation.

Class II .(Type II: With copayment of 20%) Minor restorative services, x-rays as required, oral surgery, procedures for diseased/damaged nerves (root canals), gums and supporting structures of the teeth.

Class III .(Type III: with copayment of 50%) Major restorative services for cast restorations and crowns. Also covers services and appliances such as bridges and dentures.

Section 3. Retiree Health & Dental Insurance.

- A. Regular full-time employees who participated in the group insurance program described in Section 1 and/or 2 above immediately prior to their retirement, and either(1) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan sponsored by MERS, or (2) retire under the disability retirement provisions of the City's retirement plan sponsored by MERS, shall be eligible to remain in that group insurance program, provided they are permitted by any relevant insurance carrier to continue such participation. The participation may include eligible dependents (if elected), but it shall be subject to the following additional terms and conditions.
- B. The participation shall cease upon the happening of any of the following events, whichever occurs first: (1) the retired employee attains the age of 65; (2) the retired employee becomes eligible to be covered under a group hospital-medical insurance program provided by another employer, whether such eligibility results from employment by the retiree or the retiree's spouse; or (3) the retired employee's death.
- C. The cost of such group insurance for such retired employees (including eligible dependents, if elected) shall be paid 100 percent by the retired employee. Payment shall be made to the City, in a timely manner, the full amount of the monthly premium due, who shall pay said premium to the insurance carrier. Premiums are due and payable to the City on the first day of the month for which coverage is being rendered. Any employee or retiree who becomes more than 30 days past due on any billings from the City for premium payments, will subject such continuation of insurance coverage to immediate and final termination without possibility of reinstatement.

Section 4. Tort Liability.

All employees are covered under the City's tort liability blanket insurance policy.

Section 5. Term Life Insurance.

All regular full-time employees covered by this Agreement shall be entitled to participate in a group term life insurance policy, with premiums fully paid by the City. The coverage shall begin the first day of the first month following an eligible employee's hire date.

The life insurance provided to eligible employees shall include double indemnity for accidental death. The amount of life insurance for each eligible employee shall be \$30,000.

Section 6. Insurance Carriers.

The City reserves the right to select the insurance carrier or to become self-insured, provided, however, that the benefits provided in this Agreement shall be maintained as substantially equivalent.

Section 7. Insurance Continuation.

For eligible employees, the City's continuation or termination of group insurance benefits, and the City's payment of all or a portion of the premiums for such shall be as follows.

- A. The City will continue coverage and its portion of the premium payments on behalf of an eligible employee only during the first six months of an approved medical leave of absence necessitated by a duty-incurred injury suffered by the employee.
- B. The City will continue coverage and its portion of the premium payments on behalf of an eligible employee during any period mandated by the FMLA. This paragraph shall be applicable to the extent the City, the particular employee and the particular group insurance plan are all subject to the FMLA.
- C. The City will continue coverage and its portion of the premium payments on behalf of an eligible employee only during the first 30 days of a layoff or an approved leave of absence for any reason other than a reason described in A or B above.
- D. All insurance benefits, and the City's premium payments for those benefits, shall terminate upon an employee's quit or discharge.

**ARTICLE XII**

**SENIORITY**

Section 1. Definition.

Seniority shall mean the length of the employee's continuous service with the City in the division the employee is hired into, commencing from the employee's last hire date. If an employee transfers from one division to another, the employee's seniority with the City, for purposes of benefits other than wages, shall be the employee's latest hire date. For purposes of placement on the wage schedule, election of vacation time off and layoff and recall within the division, the employee's seniority shall be as of the date the employee transferred into the division.



Section 2. Probation.

All new employees shall be considered probationary employees for 180 calendar days. Probationary employees may be disciplined or discharged according to the discretion of the City, without cause and without recourse to the grievance procedure. The probationary period may be extended if agreed upon in writing by the City and the Union. After completion of the probationary period, seniority shall commence as of the employee's original date of employment.

An employee while on probation shall be eligible for Holiday pay in accordance with Article X, Section 2.

Section 3. Seniority List.

The City shall post the seniority list in a place visible to the employees, on July 1<sup>st</sup> of each year.

Section 4. Loss of Seniority.

An employee's seniority shall be terminated and the City shall be under no obligation to offer re-employment to the employee for the following reasons.

- A. The employee resigns from the City.
- B. The employee is discharged and is not reinstated pursuant to the grievance procedure.
- C. The employee is absent without leave for a period of three consecutive work days or more.
- D. The employee retires.
- E. The employee is promoted to a position outside of the bargaining unit and satisfactorily completes a 90 day probationary period for that position.
- F. The employee is laid off for over 12 consecutive months or the length of the employee's seniority, whichever is less.
- G. The employee is on a leave of absence longer than allowed by this Agreement.
- H. The employee fails to return upon recall or at the specified termination of any leave of absence, unless otherwise excused.

**ARTICLE XIII**

**LEAVES OF ABSENCE**

Section 1. Generally.

An employee may need a leave of absence without pay. An unpaid leave of absence may be granted upon approval of the City Manager. If the City Manager approves a leave of absence for up to three days for an employee to attend a union function, the leave will be without pay, but also, without loss of benefits.

An employee shall retain and continue to accumulate seniority in accordance with the terms of the approved leave of absence. A request for a leave of absence shall be made in writing, shall be signed by the employee, shall state the reasons the leave is requested and the length of time the employee desires, and shall be given to the department head for review and comment. The department head shall transmit the request to the City Manager.

Leaves of absence shall be without pay and benefits, except that an employee may continue group hospitalization insurance coverage by paying to the City the appropriate monthly premium for as long as allowed by the insurance carrier and the relevant law.

Normally, leaves of absence in excess of 30 days will not be granted. If additional time is required, the employee must reapply no later than five days prior to the expiration of the approved leave of absence. The extended leave of absence request will be reviewed by the department head and the City Manager based upon the circumstances of the request and the needs of the City at the time.

The granting or denial of any leave of absence, including any renewal or extension, shall be at the City's sole discretion, based upon the availability of qualified substitute help, the needs of the City, the frequency of the requests, and any other factors deemed pertinent by the City. The granting or denial of any leave or an extension in a given case shall not be deemed a practice or precedent insofar as any other case is concerned.

If the employee's former position is not open upon the expiration of any employee's leave of absence, or if the employee is not qualified for the position, then the employee will be returned to another open position for which the employee is fully qualified and which is reasonably similar to the employee's former position in terms of job responsibilities and rate of pay.

If a reasonably similar position for which the employee is fully qualified is not available, then the employee will be offered the next reasonably similar position, if any, for which the employee is fully qualified and which becomes available within the six month period following the expiration of the approved leave of absence.

If an employee is not returned to active employment with the City during that six month period, the employee's employment and seniority with the City shall be terminated. Determination of an employee's qualification for any given position shall be made by the City according to its discretion.

#### Section 2. Jury Duty.

If an employee is called for jury duty, the department head or the City Manager should be promptly notified. An employee called for jury duty shall keep the City informed of the scheduled days the employee is scheduled to serve. Within the limits allowed by law, the employee shall work all scheduled hours when released from jury duty. If the employee submits any jury fee received by the employee to the City, the employee shall be paid the employee's normal pay for scheduled hours of work missed by the employee because of jury duty, up to eight hours in a day or 40 hours in a week.



Section 3. Funeral Leave.

In the event of a death, funeral leave with pay shall be granted to a full-time employee, with the concurrence of the department head or the City Manager.

The City Manager may grant an extension to the three day leave, with pay, if the circumstances warrant and if the employee has no other accumulated time.

Time Off Allowed

Relationship

Up to three days

Spouse, child, parent, sibling, parent-in-law, step parent, brother/sister-in-law, step child and anyone living in the house of the employee as a member of the employee's household.

Up to one day

Aunt, uncle, niece, nephew, grandparent, grandchild and anyone for whom the employee serves as a pallbearer at the funeral.

If a request for funeral leave would exceed one day, the leave shall be consecutive calendar days starting with the day of death. If one of the days of funeral leave is an employee's regular scheduled day off, no extra time will be given. Funeral leave is to be used only for bereavement and attendance at funeral services.

**ARTICLE XIV**

**FAMILY MEDICAL LEAVE ACT POLICY**

Section 1. FMLA.

In dealing with employees on leaves of absence, the City shall comply with the requirements of the Family and Medical Leave Act of 1993, as amended (the "FMLA").

Section 2. Eligibility.

To be eligible for an unpaid family leave, an employee must have worked for the City at least 12 months and at least 1,250 hours during the 12 month period preceding the request for the leave.

Section 3. Reasons for Leave.

Eligible employees may use up to 12 work weeks of unpaid leave during any 12 month period for the birth/care of their child; for the placement of a child for adoption or foster care; for the care of their child, spouse, or parent who is suffering from a serious health condition; or because of their own serious health condition which causes them to be unable to perform their work duties. Such leave will be without loss of seniority, and without any loss of medical, dental or life insurance benefits. The employees' share of any such group insurance coverage shall be paid by payroll deduction. If the leave is unpaid, the employees shall timely deposit sufficient moneys with the City's finance director or designee as are necessary to cover their portion of the cost. The employees will be returned to their position or an equivalent position at the end of the approved leave of

absence (not to exceed 12 work weeks).

Section 4. Accrued Paid Time.

As part of a requested leave of absence for the birth/care of a child or for the placement of a child for adoption or foster care, the employee will first be required to exhaust any accrued available paid vacation time. If the leave request is due to the employee's own serious health condition, or for the care of a spouse, child or parent who is suffering from a serious health condition, the employee will first be required to exhaust any accrued available paid vacation time or sick leave. Upon exhaustion of the paid leave, any portion of the remaining 12 work weeks of leave available under the FMLA, if any, will be unpaid.

Section 5. Birth/Adoption.

An unpaid family or medical leave of up to 12 work weeks for the birth/care of a child, or for the placement of a child for adoption or foster care may be taken at any time within the 12 month period which starts on the date of such birth or placement for adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of that 12 month period. For example, an employee who requests a leave at the start of the 12th month (of the 12 month period from the date of birth or placement) is entitled to only four weeks of unpaid leave for that reason.

Section 6. Employee Spouses.

Spouses, both of whom are employed by the City, are limited to a combined total of 12 work weeks of unpaid leave during any 12 month period for the birth/care of their child, for the placement of their child for adoption or foster care, or for the care of a sick parent. However, each employee may use up to 12 work weeks of unpaid leave during any 12 month period to care for the employee's child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

Section 7. Birth/Adoption Notice.

Eligible employees who foresee that they will require a leave of absence for the birth/care of a child, or for the placement of a child for adoption or foster care, must notify the department head or the City Manager or the designee of either in writing not less than 30 calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

Section 8. Medical Treatment Notice.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for the employee or the employee's spouse or child or parent should notify the department head, the City Manager or the designee of either in writing as early as possible, so that the absence can be scheduled at a time least disruptive to the City. Such an employee must give at least 30 calendar days written notice unless impractical, in which case the employee will be expected to give as much written notice as circumstances allow.

Section 9. Medical Certification.

When the leave is necessitated by the employee's own serious health condition, or that of the employee's spouse, child or parent, the employee must provide the department head, the City Manager or the designee of either with medical certification verifying the need for the leave. Furthermore, if the leave is necessitated by the employee's own serious health condition, the



employee will be required, before returning to work, to provide medical certification that the employee is able to resume work.

Section 10. Reporting.

Employees in an approved leave should report to the department head, the City Manager or the designee of either every four weeks regarding their status and intent to return to work upon the conclusion of their leave.

Section 11. Insurance Coverage.

Although an employee on an approved leave of absence pursuant to this Article will continue to be covered under the City's then current applicable group health, dental and life insurance plans, an employee who fails to return to work at the end of the 12 week period will be required to repay to the City the cost of the City-paid group health, dental and life insurance benefits during the unpaid leave.

Section 12. Agreement Conflict.

To the extent that any other provision in this Agreement conflicts with this Article, the language of this Article will prevail.

Section 13. FMLA Conflict.

To the extent that any provision in this Article conflicts with the FMLA, the FMLA will prevail.

**ARTICLE XV**  
**MISCELLANEOUS**

Section 1. Clothing Allowance.

Employees will receive an allowance of four hundred (\$400) the first pay period of each July and January to be used to purchase uniforms, work boots and Carhartts. A new hire employee shall receive a prorated share of the four hundred (\$400) upon hire. Uniform and Carhartt style and color to be worn by each division are subject to the approval of the City Manager. Uniform shirts and Carhartt jackets shall bear the City logo. Uniforms and Carhartts shall be maintained clean and in good repair. The cost to replace apparel shall be borne by the employee. All employees, including any new hire employee, is expected to wear uniforms and work boots appropriate for the division.

Section 2. Residency.

Employees shall be required to maintain their principal residence within 30 over-the-road miles of the City limits.

Section 3. Dependents.

An employee is obligated to keep the City Clerk informed of all changes in the number of the employee's dependents. Failure to do so may result in disciplinary action against the employee.

Section 4. No Discrimination.

The City and its non-union employees and/or the Union and all of its members shall not discriminate against anyone because of age, sex, race, color, country of origin, religion, height, weight, veteran or marital status or presence of a non-job-related handicap.

Section 5. Separability.

Any part of this Agreement which conflicts with any applicable State or Federal law now or in the future shall be null and void to the extent of that conflict. The remaining parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 6. Employees - Departmental Responsibility.

All employees are assigned to a division (Electric, Water, Wastewater, DPW) within the Department of Public Services. Duties and responsibilities within a division may require specialized training or certifications; however, the overall responsibility of employees within the Department is to provide services to the public deemed necessary by management. Management may assign an employee work in any division as needs arise to complete projects or workload as management deems necessary.

Section 7. Wages.

Employees covered by this Agreement shall be paid those wages described on Exhibit A.

Section 8. Volunteer Firefighters.

Employees who are also volunteer firefighters may not respond to a fire or other emergency call during their working hours unless they first receive permission from the department head.

Section 9. Commercial Driver's License.

Employees, within 4 months of hire date and as a condition of their continued employment, must have, at a minimum, a Class B Commercial Driver's License. The City will reimburse an employee for the difference between a basic Operator's License (excluding cycle endorsements or other personal endorsements) and a Commercial Driver's License up to and including type AN. Certain vehicles or combination of City vehicle and trailer require up to type AN. Employees are expected to know and abide by regulations for the various City vehicles or combination of vehicle and trailer. Operating a vehicle without the appropriate certifications is subject to disciplinary actions. All employees are encouraged to obtain AN type rating.

## **ARTICLE XVI**

### **TRAINING**

#### **TRAINING PROGRAMS**

Section 1. Training & Certification programs.

Employees may be required or approved to attend training or recertification programs to acquire or maintain certifications required by the job being performed or as determined necessary by management.

Section 2. Tuition, Books, and Tests.

The City will pay the costs for the employees' tuition, books, and tests pursuant to the employees' participation in the Training Program.

Section 3. Payment for Training Time.



The City shall pay employees for their time spent performing work for the Training Program in the field and in the classroom. The City shall not pay employees for study time. Unless otherwise required by law, the City shall not pay employees for more hours than the employee would have worked if they were not participating in the Training Program.

## ARTICLE XVII

### EFFECTIVE DATE AND DURATION

#### Section 1. Dates.

This Agreement shall be effective July 1, 2021; and, it shall continue until June 30, 2024.

#### Section 2. Notice.

This Agreement shall remain in full force and effect for the period specified and shall continue thereafter until a subsequent agreement is successfully negotiated. Either party may give notice to add to or amend this Agreement on or before 90 days from its expiration date. If no such written notice is given, this Agreement shall remain in effect from year to year.

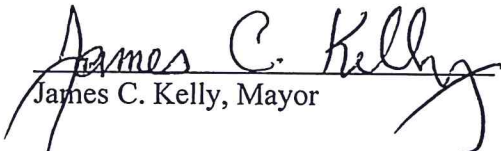
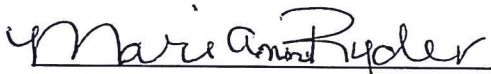
### INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 876



Chad F. Clark, Business Manager Local 876

Dated: 6-28-2021

### CITY OF SAINT LOUIS

  
James C. Kelly, Mayor

Mari Anne Ryder, City Clerk

Dated: 6/29/2021

**WAGE SCHEDULE**  
**(Exhibit A)**

Position	Current Rate	Basis for Wage Calculation Beginning 7/1/21	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23
Equipment Operator	\$20.04		\$20.64	\$21.05	\$21.47
W/WW Operator	\$20.04		\$20.64	\$21.05	\$21.47
Heavy Equipment Operator	\$22.96		\$23.65	\$24.12	\$24.60
W/WW Operator I	\$22.96	\$23.46	\$24.16	\$24.65	\$25.14
Certified Mechanic	\$24.64		\$25.38	\$25.89	\$26.40
W/WW Operator II	\$24.64		\$25.38	\$25.89	\$26.40
W/WW Operator-in-Charge		\$25.87	\$26.65	\$27.18	\$27.72

1. Operator I & Operator II include Licensed Water or Sewer Operator.
2. Requires 3 years experience and licensed at C & D Level wastewater or S2 & D4 water.
3. Requires ability to operate all City equipment – CDL A-N endorsement.

A new hire DPW/Water/Wastewater Division employee shall start at a rate of eighty-five (85%) percent of the then base rate as set forth in the contract and shall receive rate increase as determined by multiplying the contract rate by the percentage below such that, on July 1 after completing 3 years of service, the employee shall be at the then applicable base rate.

The City reserves the right to assign a starting wage to a new hire giving credit for prior work experience as may be determined by the City.

For any new hire:

New Hire DPW/Water/Wastewater Division	85%
Upon completion of probationary period	88%
On July 1 after completing 1 year service	92%
On July 1 after completing 2 years service	96%
On July 1 after completing 3 years service	100%

If an employee acquires a certification listed below and the work generally being performed by the employee does not require such certification, then the employee shall receive the contract rate which, in the City's judgment, best describes the work being performed by the employee. The City reserves the right to determine staffing levels; thus, the number of employees in each pay classification.

Commercial Drivers License: Designation A-N  
Water S-2 and D-4 or as required by MDEQ  
Wastewater C & D



Any current employees who hold any of the licenses below will receive incentive pay according to the schedule set forth below.

Any employee who earns a license classification from the categories described immediately below with prior written recommendation by the Director of Public Services and prior written approval from the City Manager, shall receive an incentive payment upon receipt of the additional license or certification. **For water and wastewater licenses, employees will only be paid the incentive for the highest license held in each category.** Thereafter, the employee will receive an incentive payment annually if the license is maintained. The incentive payment will be paid, based on licenses held on July 1, in the first paycheck in August according to the following:

Water- S2 or higher - \$600

Water - S3 - \$400

Water – S4 - \$400

Wastewater – C or higher-\$600

Wastewater – D - \$400

Pesticide Applicator - \$300

Pool Operator - \$300

Playground Safety Inspector - \$300

MDEGLE Stormwater Operator Certification- \$300

As of July 1, 2021, the City and the Union agree, employees will be paid for currently held licenses as set forth below:

Brian Henderson for Water S1

PJ McGillis for Water S2 and Wastewater B

Jake Oswald for Water S2

Greg Austin for Water S4

Tom Jungnitsch for Water S4

Al Strouse for WW D

Calvin Martyn for Pesticide Applicator

## MEMORANDUM OF UNDERSTANDING

It is agreed by The City of St. Louis and the IBEW Local 876 that snow removal calls shall be handled as follows:

First, DPW employees shall be called in starting with the employee who may be on call. The remaining DPW employees will be called in on a rotational basis.

Second, if more employees are needed, then Water/Wastewater employees shall be called in; starting with the employee who may be on call. The remaining Water/Wastewater employees will be called in on a rotational basis.

Third, if more employees are needed then Electric employees shall be called in; starting with the employee who may be on call. The remaining employees will be called in on a rotational basis.

It is agreed that if an emergency exists, the City may call in employees to work on whatever basis necessary to respond to the emergency.

It is further agreed that either the IBEW Local 876 or the City of St. Louis may bring to the other party's attention any issues that arise regarding the wordings of this call in procedure for discussion and resolution during the terms of the contract.

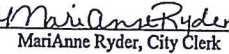
IBEW, LOCAL NO. 876

By:   
Henry A. Matulewicz, Business Mgr.

Dated: August 25, 2014

CITY OF ST. LOUIS

By:   
James C. Kelly, Mayor

By:   
Marianne Ryder, City Clerk

Dated: 8/16, 2014

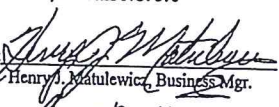


## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into as of the 1<sup>st</sup> day of July, 2014 by and between the CITY OF ST. LOUIS ("City") and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 876, Water, Wastewater, and DPW Division ("Union").

1. It is acknowledged by the Union that from time to time the City may, in its sole judgment and discretion, allow employees to be relieved from the requirement of Article XV, Section 9 that employees, as a condition of their continued employment must have, at a minimum, a Class B Commercial Driver's License and/or that an employee drive a City vehicle as part of his/her job duties. The City will make its determination on relief from these requirements, and for how long such relief will be granted, on a case by case basis. Upon making such a determination, the City will inform the Union why it made the determination that it did. The Union agrees that it shall not file nor process any grievance, including a grievance filed by an employee, challenging the City's determination in granting or denying an employee's request for relief from these requirements of Article XV, Section 9.
2. It is further acknowledged by the Union that current employees who have not yet satisfied requirements of Article XV, Section 9 and are not relieved of the requirement pursuant to Section 1 herein, shall have until October 31, 2014 to satisfy requirements of said Article XV, Section 9 or face disciplinary action.

IBEW, LOCAL NO. 876

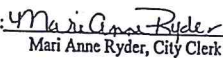
By:   
Henry J. Matulewicz, Business Mgr.

Dated: August 25, 2014

CITY OF ST. LOUIS

By:   
James C. Kelly, Mayor

AND

By:   
Mari Anne Ryder, City Clerk

Dated: August 16, 2014