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830851
2000 WORKERS

# MEMORANDUM OF UNDERSTANDING

# THE CITY OF

# KANSAS CITY, MISSOURI

# and

# LOCAL 500 OF THE AMERICAN

# FEDERATION OF STATE, COUNTY

# AND MUNICIPAL EMPLOYEES, AFL-CIO

## May 1, 2002 to April 30, 2003

**Dignity For All Public Employees!**

Local 500, AFSCME and City of Kansas City, Missouri
Memorandum of Understanding

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**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**CITY OF KANSAS CITY, MISSOURI**
**AND**
**LOCAL 500, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES**

## PREAMBLE

This Memorandum entered into by the City of Kansas City, Missouri, hereinafter referred to as the City, and Local 500 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## STATEMENT OF UNDERSTANDING

The following represents the understanding between the City and the Union. The Union recognizes that the City's primary mission is to ensure and protect the health, safety and general welfare of the inhabitants of Kansas City in accordance with the Charter as adopted by the citizens of Kansas City; that the City is under the general control and management of the City Council and City Manager who possess full power and authority to adopt all needful rules and regulations as the City may deem necessary for the purpose of fully carrying out its mission, which includes, but is not limited to the proper administration of the classified personnel employed, except as it may be restricted by express provisions of this Memorandum that may be agreed upon by the parties and approved by the City Council. Nothing herein shall be construed to extend to such areas of discretion and policy as the mission of the City, its organization or the technology which performing its work may require.

The parties agree that this Memorandum as finally approved shall govern the relationship of the parties, and the parties will cooperate to the fullest extent in working for its proper implementation.

## ARTICLE I - RECOGNITION

**Section l. Exclusive Bargaining Agent** - The City recognizes the Union as the sole and exclusive bargaining agent for all regular employees in all of the classifications listed in Schedule A, which is attached to and made a part of this Memorandum, excluding supervisors, managerial employees, and confidential employees, as those terms are defined in this Article and all temporary, part-time, and seasonal employees.

**Section 2. New Classifications**

(a) The City will notify the Union thirty (30) days in advance before any employee is placed in a job in any new classification that may be established by the City.

(b) If a question arises as to whether such new classifications should be included in the bargaining unit, either party may submit the question at Step 4 of the grievance procedure within thirty (30) days of the first notice to the Union of the establishment of the classification.

(c) It is understood that exclusions will be made only if such new classifications are determined to be supervisory, managerial or confidential as defined in this Article.

(d) The City shall have the right to fill, on a temporary basis, any such new positions in dispute until the matter is resolved under the Settlement of Disputes procedure established by Article XXI of this Memorandum.

(e) Benefits set forth in this Memorandum are not applicable to temporary or part-time employees unless specifically provided herein.

**Section 3. Definitions.**

(a) Supervisor - Any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly direct them, or to adjust their grievance, or effectively to recommend such action.

(b) Managerial Employee - Any individual who formulates, determines or executes management policies.

(c) Confidential Employee - Any individual whose unrestricted access to confidential personnel files or information concerning the administrative operations of the City, or whose functional responsibilities or knowledge in connection with the issues involved in the process of dealing with labor organizations, would make his or her membership in the same organization as rank-and-file employees incompatible with his or her official duties.

## ARTICLE II - UNION SECURITY AND CHECK OFF

**Section 1. Check Off of Union Dues -** The City will deduct Union dues each payroll period from the compensation of employees in the bargaining unit who have authorized such deductions in writing on cards provided by or approved by the City. The Union's payroll deduction cards shall contain the language of Section 4 of this Article.

**Section 2. Only Exclusive Representative -** Deduction of Union dues shall be made only for the exclusive representative of employees in the bargaining unit.

**Section 3. Amount of Dues -** The amount of Union dues to be deducted shall be certified to the City officer designated by the City by the Union Secretary/Treasurer. Sufficient advance notice of any changes shall be given to allow adequate time to make any necessary payroll changes. All deductions along with the employees' names shall be forwarded to the Union Secretary/Treasurer.

**Section 4. Irrevocable Authorization -** Check off authorizations shall be irrevocable for a period of one (1) year or until the termination of this Memorandum, whichever occurs sooner, and shall be continued from year to year thereafter at the employee's option, subject to the employee's right to cancel such payroll deduction and authorization by written notice to the City and the Union thirty (30) days prior to the above dates or any annual renewal thereof. (A copy is set forth in the appendix).

**Section 5. Promotion Out of Unit -** The check off authorization of any employee who is transferred or promoted out of the bargaining unit shall be canceled effective on the date of transfer.

**Section 6. Hold Harmless** - The Union shall save the City harmless against liability which may arise by reason of any action taken by the City pursuant to this Article, including the making of deductions and remitting the same to the Union.

**Section 7. Fair Share** – No later than July 8, 2002, or as soon as feasibly possible, the City agrees to forward a Fair Share Ordinance to the City Council for their consideration.

## ARTICLE III - MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Memorandum of Understanding, the City retains the right in accordance with the City Charter and other applicable laws and regulations to:

1. Direct employees in their work.
2. Hire, classify, assign, promote, transfer and retain employees.
3. Suspend, demote, discharge or take other disciplinary action against employees for just cause.
4. Relieve employees from duties because of lack of work or other legitimate reasons.
5. Maintain the efficiency of the governmental operations entrusted to them.

6. Determine the methods, means and personnel by which such operations are to be conducted.

7. Change existing and/or introduce new and/or improved methods, facilities and operations.

8. Take whatever actions may be appropriate to carry out the mission of the City.

## ARTICLE IV - HOURS OF WORK

**Section 1. Normal Hours** - The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

**Section 2. Workweek**

(a) The employee's workweek begins on the first day of the City's calendar week that he or she is scheduled to work. The normal workweek shall consist of five (5) consecutive days worked and two (2) consecutive days off, except as provided in this Article and except where employees work a ten (10) hour day, four (4) day a week schedule.

(b) The City's calendar week will commence at 12:01 AM Sunday and terminate at midnight the following Saturday.

**Section 3. Workday** - The employee's workday is a twenty four (24) hour period starting at the beginning of his/her assigned scheduled shift.

**Section 4. Work Schedules.**

(a) Normal work schedules showing the employee's shift, workdays and hours shall be posted on appropriate bulletin boards in appropriate locations.

(b) Normal work schedules shall be posted at least one (1) week prior to the effective date of the change.

(c) Individuals whose shift changes within a normal work schedule shall be posted prior to the start of the week in which the shift is to be worked, except where such changes are required by the unexpected absence of employees.

**Section 5. Exceptions**

(a) Notwithstanding Section 1 and 2 of this Article, the City may continue to schedule nonconsecutive work shifts and workweeks where operational needs require.

(b) The City will notify the Union in advance of any change in normal work schedules and discuss such changes if requested. This does not apply to individual employee schedule changes.

**Section 6. Violation** - Any employee whose schedule is changed in violation of this Article shall be paid at the appropriate premium rate for all hours worked outside their normal schedule.

**Section 7. Right to Grieve** - If the Union feels the City has changed or establishes work schedules for arbitrary or capricious reasons, the Union may file a grievance at the third step of the Settlement of Disputes procedure established by Article XXI of this Memorandum.

## ARTICLE V- REST PERIODS

All employee's work schedules shall provide for fifteen (15) minute rest period during each one half-shift. The rest period shall be scheduled at the middle of each one half shift wherever this is feasible. Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

Employees who leave their work locations during such rest periods shall not be absent more than fifteen (15) minutes.

## ARTICLE VI - MEAL PERIODS

**Section 1. Lunch Period -** All employees except those on continuous three (3) eight (8) hour shift operations shall be granted a lunch period during each work shift as close to the middle of the shift as is feasible and as work circumstances require.

**Section 2. Overtime Meal Allowance -** Where an employee is advised after he or she has reported for work that overtime is required for more than four (4) hours beyond the completion of the employee's regular shift, the employee shall be reimbursed for a meal allowance of eight dollars ($8.00). Such employee shall be allowed (if requested) a reasonable amount of unpaid time to obtain a meal.

The City will make a reasonable effort to pay the meal allowance during the employee's first shift after it is earned, but in no event shall payment be delayed beyond fifteen (15) days after the meal allowance is earned.

In all other situations where employees are called in or held over, they shall assume the regular shift lunch period practice.

**Section 3. Aviation Department**

(a) When the Aviation Department requires an employee to work a minimum of four (4) hours beyond his normal shift, a hot meal with a paid meal period will be granted as close to the end of the normal shift as possible.

(b) When the Aviation Department calls an employee in to work for a minimum of four (4) hours of overtime immediately prior to their regular work shift, a hot meal and paid meal period will be granted as close as possible to the end of the first continuous eight (8) hour period and each additional consecutive hour (4) hours or majority four (4) hour increment worked thereafter.

The Employee will provide his food and use the fifteen (15) minute break period at the end of the first four (4) hour overtime period.

(c) If hot meals and paid meal periods are not provided, the provisions of Section 1 and 2 above shall apply.

(d) Meals will be eaten during regular breaks. Meals will be scheduled not more than five (5) hours apart.

## ARTICLE VII - Clean Up

Employees shall be granted a fifteen (15) minute personal cleanup and change of clothes period prior to the end of each work shift in accordance with actual work station needs, as determined by the work station supervisor.

## ARTICLE VIII - HOLIDAYS

**Section 1. Number**

The following days shall be recognized and observed as paid holidays:

New Year's Day - January 1
Martin Luther King's Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day- First Monday in September
Veteran's Day- November 11
Thanksgiving Day- Fourth Thursday in November
Christmas Day- December 25

In addition to the above, employees shall receive any and all other days that may be designated as holidays by the City Council.

Eligible employees shall receive one day's straight time pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

**Section 2. Eligibility Requirements** - Regular employees shall be eligible for holiday pay under the following conditions:

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a scheduled day off, vacation, or sick leave and,

(b) The employee worked his/her last scheduled workday prior to and his or her first scheduled workday following the holiday unless he/she is excused by the employer.

If a holiday is observed on an employee's scheduled day off or vacation, he or she shall be paid straight time for the unworked holiday.

Regular employees shall receive holiday pay for any holiday which falls during the payroll period in which any layoff occurred.

**Section 3. Holiday Pay** - Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular workday is more or less than eight (8) hours.

Eligible employees whose regular workday differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

Employees who accept an assignment or who are scheduled to work on a holiday, but who fail to report to work without authorization of their supervisor or without a compelling reason, will not receive holiday pay and will be subject to progressive disciplinary action as provided in Article XX. However, such absences shall be handled as any other absence in conjunction with department attendance policies.

**Section 4. Holiday Work.**

(a) If an employee works on any of the holidays listed above, he or she shall be paid the following premium rates in addition to his holiday pay.

**For hours worked during regular shift:**
time and one-half for all hours worked, or compensatory time off at the rate of time and one-half for each hour worked.

**For all hours in excess of regular shift:**
double time for all hours worked, or compensatory time off at the rate of two hours for each hour worked.

However, if the holiday falls during the workweek in which a change in the employee's work schedule takes place, in such cases, in addition to holiday pay, he or she will be paid time and one-half (1-1/2) for all hours worked up to eight (8) hours, and double time after eight (8) hours. (10 hours in case of 10 hour schedules).

(b) A seven day operation is defined as an operation which regularly requires that employees be on duty seven (7) days per week, twenty-four (24) hours per day.

**Section 5. Holiday Hours for Overtime Purposes** - Unworked holidays falling during the employee's regular scheduled workweek shall be considered as hours worked for purposes of overtime. If the unworked holiday falls outside the employees regularly scheduled workweek, it will not be considered as hours worked for the purposes of overtime.

## ARTICLE IX - SENIORITY

**Section 1. Definitions**

**Job Classification Seniority** - This is defined as an employee's length of continuous service in his/her job classification. Such seniority is used for overtime assignments, the first two steps of the layoff procedure, and the first four steps of the filling of vacancies procedure.

**Total Seniority Service** - This is defined as the employee's length of continuous service with the City since his or her last day of hire. Such seniority is used in all areas except those designated above for job classification seniority.

**Section 2. Probation Period** - Any employee hired shall be on a probationary status and shall have no seniority until he/she has worked for six (6) months. As such, new hire probationary employees shall not have the right to transfer to another position until they have completed their initial six (6) month probationary period. Probationary employees may be discharged with or without cause, and for such discharge, shall not have recourse to the grievance and other procedures of this Memorandum; however, the informal meetings on discharges currently in practice may continue.

Upon completion of the probationary period, the employee shall have seniority from the date of his or her last hire. Only time worked since the last date of hire may be counted towards completion of the probationary period, except layoffs of less than ten (10) days will not break the period toward completion of the probationary period.

The probationary period on promotion or demotion shall be ninety (90) days except on jobs designated by the City as requiring a longer period, not in excess of six (6) months. Any dispute over such longer probationary period shall be subject to the grievance procedure established by this Memorandum and must be filed in writing within ten (10) days after notice of the longer period is given to the Union by the City.

**Section 3. Seniority Lists** - Every four (4) months the City shall post in reasonable locations a current seniority list showing the continuous service date of each employee. Said list may be divided into reasonable groups. Copies will be furnished to the Local Union at the time of posting. The posted seniority list shall remain posted and shall conclusively establish the seniority of an employee for the duration of that posting unless he shall file a written grievance relative to said seniority date within five (5) working days from the date the list is posted; however typographical errors may be corrected at anytime.

Except for typographical errors, a continuous service date shall be conclusively presumed to be correct after it has been posted three (3) consecutive times without a grievance.

**Section 4. Breaks in Continuous Service** - An employee's continuous service record shall not be broken except by voluntary resignation or quit, discharge, retirement, failure to return from layoff when required, absence from work for a period of one (1) year because of sickness or injury (except that no employee will lose seniority while temporarily totally disabled because of injury or occupational disease arising out of his employment by the City, covered by the Missouri Workers' Compensation Act), absence from work without notifying the City or without justifiable reason for a period of three (3) consecutive working days, failure to return to work at the expiration of any approved leave of absence, vacation or disciplinary layoff, material violation of the provisions of any leave of absence or is laid off for a period of one (1) year. The one year period of absence for sickness or injury may be extended by the City.

**Section 5. Work Force Changes**

(a) Promotion - The term promotion, as used in this provision, means the advancement from a position in one class to a position in another class having a higher maximum salary rate. Employees promoted from non-driving positions to positions where driving a vehicle is a primary aspect of the job will be required to pass a physical examination.

(b) Lateral Transfer - The term lateral transfer, as used in this Article, means the movement of an employee from one position to another position within the same job classification. This includes shift changes within a department, division, or section.

(c). Transfer – The term transfer, as used in this Article, means the movement of an employee from one job classification to a different job classification have the same pay range, similar duties and similar job qualifications

(d). Alternative Career Track – The term alternative career track, as used in this Article, means movement of an employee form one job classification to another job classification having the same or lower maximum salary rate, and having significantly different duties and/or qualifications as determined by the human Resources Department.

(e). Temporary Assignments - Where skill and ability are relatively equal, temporary assignments of one full shift or more to a lower rated job shall be made, where practical, based on the inverse order of seniority.

**Section 6. Filling Vacancies**

(a) Seniority and Merit System - The principle of seniority shall be recognized in the filling of vacancies. When applicants meet the minimum requirements established by the classified system, seniority shall be the controlling factor when, in the reasonable judgment of the appointing authority, the job related qualifications are equal.

(b) Order of Consideration - When the City fills a vacancy, the appointing authority shall consider applicants in the following groups giving first consideration to employees in each group in the order listed with seniority considered within each group:

1. Employees in the same job in the same location requesting a change in shift (subject to the City's right to retain a reasonable balance of skills and experience on each shift).
2. Employees in the same job or job ladder in the same department requesting a lateral transfer or voluntary demotion.
3. Employees in the same job or job ladder in a different department requesting a lateral transfer or voluntary demotion.
4. Employees on the promotion list established by the classified system in a lower-rated job in the same job ladder in the same division as defined in the administrative code of the City.
5. All other employees who are on the promotion list.
6. Employees and others who are on the "open list" established by the classified system.

(c) Effective Dates - Effective dates of transfer, demotion or promotion may be delayed in accordance with Human Resources Department Rules and Policies. Normally, any such transfer, demotion or promotion will be effective at the start of the next pay period beginning at least one week after the selection is made. Any further delay will be subject to the grievance procedure at the Department of Human Resources level.

(d) Restrictions on Voluntary Moves - Any employee obtaining a voluntary lateral transfer or voluntary demotion may not be considered for another voluntary transfer or voluntary demotion for twelve (12) months after the effective date of such move and an employee who obtains a voluntary shift change may not request another voluntary shift change for six (6) months thereafter except, as to any of the above, with the consent of the City and except in layoff situations.

(e). Entry level positions listed in Appendix B shall be posted concurrently at steps 3, 4 and 5 under subsection (b) "Order of Consideration".

**Section 7. Retention of Seniority**

Any employee who is, or has been, transferred or promoted to a classification outside the bargaining unit shall retain seniority previously acquired. Employees promoted to supervisory or managerial positions shall retain seniority acquired prior to promotion and continue to accumulate seniority for one (1) year on the new job but shall not accumulate additional seniority after said one (1) year.

Employees promoted or transferred to positions excluded from the unit for reasons of confidentiality shall continue to accumulate seniority. Any such seniority may be exercised within the bargaining unit only if such person is laid off from such position or is demoted into the bargaining unit and then in accordance with the procedures established for layoff of other employee, or to obtain a promotion or transfer within the bargaining unit.

**Section 8. Employee Obligation while on Layoff, Notice of Recall.**

(a) Change of Address - Employees who are laid off shall promptly notify the City's Department of Human Resources of their correct post office address or any change of such address. Any notice sent by the City by certified mail, return receipt requested, to the last address furnished by the employee shall conclusively presumed to have been received in the due course of mail not to exceed seventy two (72) hours from the date of posting.

(b) Return to Work, Notice - Employees recalled from layoff shall have five (5) days from receipt of notice of recall to report for work before seniority is lost. Notice may be given by telephone, letter or personal contact by a supervisor, but seniority shall be lost only when notice is given by certified mail.

**Section 9. Layoffs**

(a) Layoffs to Which Section Applicable - This section shall apply only to layoffs that exceed ten (10) consecutive working days.

(b) Employees First Eliminated – No regular employee shall be laid off or demoted because of a layoff situation while there are probationary, provisional, seasonal, part-time or temporary employees in the classification affected, except that any of the above may be retained if no regular employee desires and qualifies for any of these positions.

(c) Seniority Preference - It is the basic premise of the parties to this Agreement that, in the event of a layoff or job abolishment, senior employees will be retained to the extent possible not inconsistent with the Charter and classified system requirements.

(d) Vacancies - Before layoff procedures are started, permanent, regular employees who are to be displaced shall have the right to transfer to any vacancies which exist in their job title, or similar titles having the same maximum salary range for which they are qualified within the same department which are to be filled.

If no vacancy exist, they shall be given first consideration in accordance with the classified system procedures for any other positions that may be available at the time of layoff.

(e) Layoff Steps - When further reductions are necessary, the following procedures shall be utilized.

1. Where not all employees in a job in a location are to be displaced, employees shall be displaced in inverse order of length of continuous service in that job classification.
2. Employees so displaced may bump the employee in the department with the least amount of continuous service in the same job classification.
3. Employees so displaced may bump the employee in the next lower job classification in the same job series in that department with the least total seniority and employees so displaced may move down the job series in the same manner.
4. Employees so displaced may bump into any lower rated job classification (within the same department) which they have previously satisfactorily held.
5. Employees so displaced may bump into a related job series at an equal or lower rated classification for which they are qualified within the same department.
6. Employees so displaced may bump into an entry level job within another department in the same or related series they have previously satisfactorily held under classified system requirements, for which they are presently qualified.
7. Employees finally displaced shall be given first consideration for any vacant position in the bargaining unit for which they can qualify (under the classified system procedures) over all the City employees and applicants for employment.

8. Employees on layoff will be given first consideration for any position in the bargaining unit for which they are qualified (under the classified system procedures) before new employees are hired

(f) Division "B" Employees - Notwithstanding any other provisions of this Section:

(1) There shall be no bumping between Division "B" positions and other positions in the bargaining unit.

(2) Layoffs involving Division "B" positions shall be treated separately for all purposes.

(3) There shall be no bumping between Division "B" classifications.

(4) Seniority shall be considered only when the affected employees are doing work involving substantially the same application of their professional skills and where displacement would not impede the work being performed.

(5) Bumping to a lower rated position in the same job series shall be permitted where the conditions set forth in (4) above are met.

(g) Performance of Work Without Training - Employees bumping or moving within the same classification or downward must be able to perform the available work immediately and without training, except for routine orientation that may be required.

(h) Moving to Vacancy - Employees moving to a vacancy under the above procedure to a job not previously held, will be treated as if they had obtained the job under the provision of Section 6 of this Article and shall be subject to a ninety (90) day probationary period.

(i) Notice - Whenever possible, the City shall give a preliminary advance notice of at least forty (40) calendar days, but in no event less than ten (10) days, of any impending layoff. This time shall be used for completion of the transfer and demotion/layoff procedures established by this Memorandum. As much advance notice as possible will be given to individual employees actually to be laid off. This procedure does not apply to personnel whose programs are funded in any way by jurisdictions other than the City.

(j) Recalls - Employees last laid off shall be the first recalled to the classification from which they were laid off.

**Section 10. Job Posting.**

(a) All vacancies to be filled, however created, shall be posted wherever needed in order that all employees may have equal access, except classifications that are department specific, may be filled consistent with Section 6 of this Article, without posting. However, department specific classifications will be posted in the department and copied to the Union.

Employees with regular status in the exempted classifications may request their name be placed on a transfer list and will be added to any certification list in that classification.

The Union shall be given copies of all job postings.

(b) Job postings shall contain job classification, the name of the hiring supervisor, the pay range, hours of work and shift, department, division and location of job.

(c) Vacancies above the entry level position shall be posted at least ten (10) days before filling. Vacancies at the entry level positions shall be posted for seven (7) calendar days.

If the vacancy is not filled within thirty (30) days after posting, the Union will be given written notice as to the reasons why.

(d) Current regular City employees (including employees in any federal or state funded programs) on the open competitive list shall be considered as the promotional list at their written request when there is no promotional list established for the filling of a vacancy, and each posting shall contain the form and manner in which each request shall be made. Multiple postings may be made and filled from the same certification list

(e). Entry level positions listed in Appendix B shall be posted concurrently at steps 3, 4, and 5 under subsection (b) "Order of Consideration."

**Section 11. Federally Funded Employees**

(a) Hiring, retention and placement of A-5 employees in programs established through state or federal funding shall be controlled by the terms of that funding or grant, but in the absence of controlling provisions in the grant, this Memorandum shall govern. Copies of all such programs shall be given to the Union in advance for their comments, as provided by applicable Federal Regulations.

(b) Regular employees on layoff who meet the requirements for any such programs shall be given first consideration for vacancies in such programs, and acceptance of such a position shall have no effect on the rights of those employees to recall under the provisions of this Memorandum.

(c) Regular employees shall not be laid off in order to substitute an employee funded by any of the programs described in (a) above.

(d) A-5 employees funded by any of the programs described in (a) above shall be regarded as regular City employees except where reduction in forces are required because of a termination of federal funds, and in such cases, the layoff procedures of this Memorandum will apply but only within the jobs affected by the termination of federal funds.

(e) It is the intention of the parties to this Memorandum that, within the guidelines set down by the grants or programs, the programs described in (a) above are not otherwise to be used or administered in such a way as to deny promotional opportunities to regular employees.

(f) In the application of the general layoff procedures established by this Memorandum the employees described in subsection (a) above shall be considered temporary employees to the extent permitted by the federal grant and regulations.

(g) No job will be filled under the programs set forth in (a) above in other than an entry level position in each job category until applicable personnel procedures and the applicable provisions of this Memorandum have been complied with. (F. R. Vol. 39, No. 108, 6/4/74 sections 96, 23 (b) (9) ).

**Section 12. Right to Return after Promotion**

Regular employees promoted to positions either within or outside the bargaining unit may return to their former positions without loss of seniority at any time during the probationary period on the new job if the demotion is by the City for failure to meet established expectations.

If all parties (the City, the Union and the replacement employee) are in agreement, the City may grant a voluntary demotion without loss of seniority.

**Section 13. Job Ladder and Related Job Series**

(a) A related job series or job ladder is a line of vertical progression wherein the same or similar knowledge, skills and abilities are progressively required to advance from one level to next higher level within classifications or related groups of classifications.

(b) The City will establish related job series on job ladders as soon as practicable with priority given where vacancies are to be filled.

(c) Grievances arising under this section shall be filed at step 4 of the grievance procedure within thirty (30) days after the City notifies the Union of the establishment or modification of a job ladder or related job series.

**Section 14. Affirmative Action Programs.** The City will provide the Union with copies of all Affirmative Action Programs.

## ARTICLE X - SICK LEAVE

**Section 1. Amount** - Each regular employee in the bargaining unit shall earn three (3) hours and forty-two (42) minutes sick leave with pay credit bi-weekly (the pay period).

A regular employee appointed prior to the second week of the pay period shall receive sick leave credit beginning on the first day of that pay period.

A regular employee appointed the second week of the pay period shall receive sick leave credit beginning on the first day of the succeeding pay period.

Employees who are compensated for forty-one (41) hours during a pay period will be credited with the full sick leave accumulation for the pay period.

**Section 2. When Taken** - Sick leave with pay must be earned before it can be granted.

(a) Sick Leave with Pay - Sick leave with pay will be granted for absence from duty because of personal, parent, spouse or child/dependent illness, non-compensable bodily injury, or disease, or to keep a doctor's or dentist's appointment.

(b) Notification by Employee - When an employee finds it necessary to be absent for any reasons specified herein, he/she shall cause the facts to be reported to his/her supervisor outside the bargaining unit thirty (30) minutes prior to the regular time for reporting to work. Sick leave shall not be granted unless such report has been made.

(c). Report of Absence - An employee is required to report his/her absence on a daily basis unless it has been made clear to management that the absence will be more than one day. An employee must keep his department head informed of his condition if the absence is of more than three (3) days' duration. An employee may be required to submit a medical certificate for any absence. Employees shall not be required to submit a medical certificate for arbitrary or capricious reasons.

(d) Completion of Sick Leave Forms - To obtain sick leave payment, employees shall complete a sick leave request form, which shall be in a form approved by the City and the Union, and submitted no later than five working days after they return to work.

Undue delay in submission of proper forms may result in delay of payment of sick leave benefits. The purpose of this form is to ensure the proper use of sick leave. Failure to fulfill these requirements may result in a denial of sick leave.

(e) No Refunds - No refund of vacation time shall be allowed for illness incurred while on vacation leave.

**Section 3. Accrual** - Effective July 1, 1990 accrued sick leave with pay credit may be accumulated up to a limit of two thousand eighty (2,080) hours.

Employees who, on July 1, 1990, have more than two thousand eighty (2,080) hours of accrued sick leave may continue to accrue sick leave unless their sick leave utilization causes them to fall below two thousand eighty (2,080) hours, in which case the two thousand eighty (2,080) hour cap will apply to them.

**Section 4. Conversion** - Upon separation from the service, employees who have at least twelve (12) months of service may convert accrued sick leave credit at the ratio of four (4) hours of sick leave credit to one (1) hour of vacation leave credit.

Employees who retire at age 55 or above with at least twenty-five (25) years of service, a line of duty disability, or who die while active employees, shall convert accrued sick leave credit at the ratio of two (2) hours of sick leave credit to one (1) hour of vacation leave credit.

## ARTICLE XI - LEAVES OF ABSENCES

**Section 1. Eligibility Requirements** - Employees shall be eligible for leave of absence as set forth below:

**Section 2. Application for Leave.**

(a) Any request for a leave of absence shall be submitted in writing by the employee to his or her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(b) Any authorization for a leave of absence shall be furnished to the employee by his or her immediate supervisor, and it shall be in writing.

(c) Any request for a leave of absence shall be answered promptly in writing. Requests for immediate leave shall be answered before the end of the shift on which the request is submitted.

(d) A request for a short leave of absence--a leave not exceeding one month -- shall be answered in writing within five (5) days.

A request for a leave of absence exceeding one month shall be answered in writing within ten (10) days.

Leaves of absence that exceed thirty (30) days are subject to the Human Resources Director's approval.

(e) In addition to accruing seniority while on any leave of absence granted under the provision of this Memorandum, except as elsewhere provided herein, employees shall be returned to the position they held at the time the leave of absence was granted.

**Section 3. Paid Leave.**

(a) Funeral Leave/Bereavement Leave - Paid leave will be granted for a maximum of three (3) working days to all regular employees to attend a funeral in the immediate family of the employee.

Immediate family is defined for the purpose of this Section, as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, step-siblings and step-children of the employee.

If extended travel is required to attend the funeral, the employee may take up to two (2) additional working days and charge the time against accumulated vacation after advance notice to the City. Total absence shall not exceed five (5) consecutive calendar days.

(b) Jury Duty - An employee may receive a special leave with pay when he or she is required to serve on a jury and the hours of jury duty conflict with the hours of City work. In addition, such employee may keep the County or State jury fee, however, Federal jury fees must be deposited with the City through the department director or designee. In case an employee serves on a jury during non-working hours or days, the employee is permitted to keep the jury fee, however, he or she must inform their supervisor of such jury service.

(c) Military Leave - All regular employees who are or may become active members of the National Guard, the Officers Reserve Corps or the Enlisted Reserve Corps of the United States Government shall be entitled to a leave of absence with pay from their respective duties, on all days during which they are employed with or without pay under the orders or authorization of competent authority on active training duty, duty with troops, field exercise, or instruction for a period not to exceed a total of fifteen (15) calendar days in any one (1) federal fiscal year (October 1 through September 30).

**Section 4. Unpaid Leaves.**

(a) Reasonable Purpose- Leaves of absence for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

(b) Union Business - (1) Employees elected to any full time Union Office or hired by the Union for full time work shall be granted an unpaid leave of absence upon one month's written notice to the City by the Union setting forth the nature of the position and the expected duration.

Employees on such leave shall maintain previously acquired seniority and shall continue to accumulate seniority for up to one (1) year and retain seniority thereafter. All previously acquired benefits (for example, but without limitation, sick leave or vacation) shall be frozen for the duration of the leave. Upon return from the leave, such employee shall have the same rights as an employee promoted outside the unit who returns to the unit.

Leaves shall be granted for definite periods, not in excess of two years, but shall be extended from year to year upon written request from the Union. Any return to the bargaining unit prior to the expiration of the term of the leave shall be at the discretion of the City.

The parties will recommend to the City Pension Board that they develop a program that would allow employees on Union leave under this Section to either continue participation in the pension program or be allowed to make up contributions when they return to active City service.

(2) Members of the Union selected by the Union to participate in short term Union activities shall be granted a leave of absence upon written request of the Union at least ten (10) working days before the leave is to start and not more than one employee from any division may be on leave at one time without the consent of the City.

Such leaves shall not exceed ten (10) working days without the consent of the City and no employee may have cumulative leaves under this provision of more than twenty (20) working days in any calendar year without the consent of the City.

(c) Maternity - Maternity leaves shall be treated like other sick leaves.

(d) Educational Leaves - (1) A department head, with the approval of the Director of Human Resources, may grant a regular employee a leave of absence without pay for a period not to exceed one (1) year for travel or study. Such leave shall be granted only when it is in the best interest of the City and when it will not cause undue or unnecessary imbalances. No leave without pay shall be granted except upon written request by the employee and a guarantee by the employee that he or she will serve the City, upon his or her return from such leave, for a period of three times as long as that of the leave.

No such leave shall be granted primarily in the interest of the employee except in the case of one who has shown by his or her record of service or by other evidence to be of more than average value to the City and whose services it is desirable to retain even at such sacrifice.

(2) Employees may also be granted leaves of absence for educational purposes--not to exceed one (1) month in any calendar year--to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

(3) In addition to allowing the above leaves for educational purposes, the City may make the following financial assistance available.

All regular status employees are encouraged to take advantage of educational and vocational courses which will help improve their performance in their current position and better prepare them for promotions to related and higher level positions in the municipal service. Application requests shall be filed by the employee with his or her immediate supervisor. Application requests, which have been approved by the supervisor and the department head, will be forwarded by the department head to the City Manager's office for approval.

Upon the successful completion of any approved course with a minimum grade of "C" at the undergraduate level or "B" at the graduate level, the City will reimburse an employee 75%, of the tuition cost for the approved course. All other expenses incurred in connection with the course are to be borne by the employee and all courses must be scheduled on off-duty hours if reimbursement is to be received from the City. The granting of educational assistance benefits is contingent upon availability of funds in the department to which the employee is assigned.

(e) Military Leave for Active Service - Any employee who enters into active service in the Armed Forces of the United States while in the service the Employer shall be granted a leave of absence for the period of military service.

## ARTICLE XII - VACATIONS

**Section 1. Accrual of Vacation Benefits -** Employees shall be eligible to accrue vacation immediately upon employment. Vacation shall be accrued on a bi-weekly basis (a pay period). An employee who is compensated for forty-one (41) hours or more in a pay period will be given full credit for the pay period.

**Section 2. When Taken -** No annual leave (vacation) may be taken by an employee until he has been in the service of the City continuously for a period of one (1) year.

**Section 3. Scheduling** - Available vacation dates by job classification and location shall be posted by Departments in six (6) month units. The employee with the greater seniority shall be given his choice of vacation period in the event of any conflict provided the request is submitted within thirty (30) days of the posting of the notice. Vacation scheduled and approved at least one (1) day in advance of usage cannot be used against an employee with regard to attendance problems.

**Section 4. No Cancellations** - Once scheduled, a vacation may not be canceled or postponed without the consent of both the City and the employee, except where there are unexpected absences of employees necessary to the maintenance of City service.

**Section 5. Premium Pay for Vacation Work** - Employees called in to work during a vacation shall be treated as if called in to work on a day off and receive appropriate premium time. Vacations shall be rescheduled at the employee's request during any available period on the schedule for that six month (6) period.

**Section 6. Amount** - Each full-time regular employee shall accrue vacation leave credit on the following basis:

Up to 5 years of service
2 calendar weeks per year
After 5 years to 10 years of service
3 calendar weeks per year
After 10 years and up to 15 years of service
3 calendar weeks and 2 days per year
After 15 years of service
4 calendar weeks per year.

**Section 7. Rate of Pay** - The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

**Section 8. Waiving Vacation Prohibited** - As vacation leave is granted to employees for a period of rest and recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

**Section 9. Accumulation of Vacation** - Employees may accrue vacation leave to a maximum of one and one-half (1 1/2) times the amount earned in a year. The City may extend for a limited time the maximum accumulation to twice the amount earned in a year when it is determined an employee cannot be allowed to take vacation leave due to temporary heavy work schedules.

**Section 10. Payment on Separation** - Any permanent employee leaving the municipal service, including layoff, shall be compensated for vacation credited and unused to the date of separation, resignation or layoff, provided he has been in the service of the City for at least twelve (12) full months.

**Section 11. Holiday During Vacation Period** - Any official holiday as set forth in the Memorandum which shall occur during an employee's scheduled vacation shall not be counted as a day of vacation.

**Section 12. Extra Vacation Day** - Regular, full-time employees who have completed their original six-month probationary period, may take one (1) extra vacation day per fiscal year in addition to their regular vacation. This is to be a scheduled vacation day with the approval of the supervisor and, as much as possible to meet the request of the employee, to observe a special occasion of his or her choosing. This vacation day must be used for a full work shift and shall not be taken in increments. To receive pay for the extra vacation day it must be taken in the fiscal year (May 1 through April 30) and can neither be waived nor accumulated. If not taken in the fiscal year the extra vacation day is forfeited.

**Section 13. Advance Pay** - Employees who make a written request at least one pay period before the start of a vacation shall be paid vacation pay prior to the start of the vacation. The amount paid shall not exceed the amount on the books of the City at the time the request is made, shall not exceed the amount of time being taken and shall be at least one full workweek's pay.

**Section 14. Emergency Vacation** - Emergency vacation may be requested as far in advance as possible at any time during the year, but must be approved by the employee's first supervisor outside the Bargaining Unit.

**Section 15. Vacation Cash In** - Employees with over ten (10) years of service and four (4) weeks of accumulated vacation may cash in forty (40) hours of vacation per year. The number of employees who may exercise this option during any pay period is limited to 5%, of the departmental personnel.

## ARTICLE XIII - CALL BACK TIME

**Section 1. Call Back - Regular Day** - Whenever an employee is called back to perform any work assigned by the City after his regular working hours and after he or she has left his or her last work site, the minimum overtime payment or the minimum compensatory time credit shall be four (4) hours of work at the rate of time and one-half unless the work continues into the start of the employees regular shift or unless the employee requests, and is granted, an earlier release from work.

**Section 2. Call in on Day Off or Vacation** - Whenever an employee is called in on his day off or from vacation to perform any emergency work assigned by the City he or she shall be paid for a minimum of four (4) hours of work at the rate of time and one-half unless the employee requests, and is granted, an early release from work. However, any employee called in from vacation shall not be charged with any vacation time for that day.

**Section 3. Early Call In** - Employees called in before the start of their regular shift who work into their shift shall not be sent home early to avoid payment of overtime.

## ARTICLE XIV - REPORT IN PAY

**Section 1. 4 Hour Guarantee** - Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be paid for at least four (4) hours. If work on the employee's regular job is not available, the employee may, at the option of the City be given substitute work.

**Section 2. 8 Hour Guarantee** - Any employee who reports for work and works over four (4) hours as scheduled shall be given eight (8) hours work or pay.

**Section 3. When Not Applicable** - This Article shall not apply where the employee has been instructed not to report for work or where absence is due to a labor dispute, or where the employee cannot be contacted at his last known telephone or address prior to the start of the shift.

**Section 4. Court Appearances** - Animal control officers who are required to appear in court on their normal day off shall receive a minimum of two (2) hours of pay at the rate of time and one-half unless the employee requests, and is granted, an early release.

**Section 5. Stand By Pay** - Any employee required to stand by, within the meaning of the Fair Labor Standards Act, at home or any designated area other than the reporting location shall be compensated at the minimum wage rate for all hours the employee is required to stand by.

## ARTICLE XV – WAGES

**Section 1. Wages** –

Seniority with the City and satisfactory performance in the position will be the primary determining factors of advancement through an established salary grade.

A. Upon attainment of a general overall employee performance report of at least Meets Expectations, all bargaining unit employees, not at the maximum of their assigned pay ranges, will receive a one step increase within their range on his or her pay anniversary date.

B. All bargaining unit employees at the maximum of their assigned pay ranges on May 1, 2002, will receive a one time payment of $1,250. This one time payment will be issued in a separate check no later than September 6, 2002

C. No later than September 6, 2002, the City will established a committee comprised of four AFSCME representatives appointed by the Union President and four City representatives appointed by the Director of Human Resources to conduct a study of all AFSCME bargaining united members' wages. The committee recommendations will be forwarded to the City Council no later than April 30, 2003.

**Section 2. Shift Differential** - The City agrees to provide a shift differential of sixty cents ($.60) per hour for second shifts beginning between 2:00 p.m. through 8:59 p.m., and seventy cents ($0.70) per hour for third shifts beginning between 9:00 p.m. through 3:59 a.m. This shift differential shall also apply to employees who work eligible shifts outside their normal schedule and, further, the City agrees to not change an employee's schedule to avoid payment of this differential. The differential will be paid only one such shift per workday.

**Section 3. Payroll Period** - The City payroll period is bi-weekly.

## ARTICLE XVI – OVERTIME

**Section 1. Time and One Half after 8 hrs & 40 hrs.** - Time and one-half the employee's regular hourly rate of pay or compensatory time off as defined below shall be paid for:

(a) All work performed in excess of eight hours (8) in any one workday.

(b) All work performed in excess of forty (40) hours in any one workweek.

**Section 2. 10 Hour Day Exceptions** - The overtime rates specified above in Section 1 shall not apply to employees who work regular schedules of ten (10) hours per day and four (4) days per week. For this work schedule, overtime shall be paid for work performed in excess of ten (10) hours in any one workday or in excess of forty (40) hours in any one workweek.

**Section 3. Notice of Schedule Changes** - The Union shall be given advance notice of and an opportunity to discuss, any change of schedules from five (5) day weeks to four (4) day weeks, or from existing four (4) day weeks to five (5) day weeks.

**Section 4. Compensatory Time Off** - If compensatory time off is used as the method of paying employees for overtime work, the amount of time off shall be equal to the applicable overtime pay rate.

**Section 5. Overtime Distribution**

(a) The purpose and intent of this Section is to provide equality of overtime opportunity among similarly situated groups of employees.

(b) The City shall divide employees into groups for purposes of overtime distribution. The Union shall be notified of such groupings and shall have the right to grieve unreasonable or arbitrary groupings. The Union shall be notified in advance of any changes in such groupings and shall have the same right to grieve as in the original establishment.

(c) Employees in each group shall be listed in order of seniority with new employees inserted in the proper position on the list in accordance with seniority.

(d) Overtime opportunities shall be offered in rotation starting with the most senior employee in the group, except that this shall not apply where an employee continues on a job at the end of a regular shift. Work that continues on a job after the end of a regular shift must be due to an unforeseen situation or happening. In such situations employees may be allowed to stay on a job assignment until completion if use of the rotation list would result in unnecessary familiarization and inefficiency on the job. In order to be offered the overtime opportunity the employee must, in the reasonable judgment of the City, be able to perform the available work in an efficient and economical manner.

(e) If no employee in the group volunteers for overtime in accordance with 5(d) above, the City may assign the most junior employee on the list who is able to perform the work in an efficient and economical manner, in the reasonable judgment of the City, to work. **Once the overtime has been worked or refused, the employee goes to the bottom of the overtime list.**

(f) Nothing herein shall be construed to require the City to perform any work on an overtime basis or assign such work to a particular group of employees or restrict it from assigning other employees to any particular job where it deems such assignment to be necessary.

(g) A record of overtime offered, other than work at the end of a regular shift, shall be maintained on standard forms by each department and shall be available for inspection by the Union or any affected employee. A copy of such record shall be provided to the Union at six (6) months' intervals.

(h) There shall be no discrimination or discipline against any employee who declines to work overtime except where the overtime is required under the provisions of this Section.

**Section 6. Notice of Overtime** - Employees required to work overtime shall be given as much advance notice as practicable when overtime will be required.

**Section 7. Double-time after 16 hours** - After an employee has worked sixteen (16) consecutive hours, he shall be allowed eight (8) hours of rest before returning to work. If an employee is not provided such eight (8) hour rest period, he shall receive two (2) times his regular hourly rate for the remaining overtime hours worked.

**Section 8. No Duplication or Pyramiding** - There shall be no duplication or pyramiding in computing premium pay and/or overtime pay and the same hours of work shall not be used twice in computing premium and/or overtime pay under any provisions of this Memorandum.

**Section 9. Double-time** - All time worked during the employee's seventh consecutive day of work of the employee's workweek shall be paid at the rate of double time. Employees who work four 10-hour days will receive double time when working on the sixth consecutive day of their workweek.

## ARTICLE XVII – RETIREMENT

**Section 1. All Employees Covered** - All employees covered by this Agreement will be enrolled in a City-sponsored retirement plan.

**Section 2. Benefits** - All benefits of such retirement plan shall be placed in writing attached to and made a part of this Agreement, and referred to as Schedule B.

**Section 3. Retirement Board** – The Union shall be entitled to recommend to the Mayor, two (2) active members for appointment to the Employee's Retirement System Board of Trustees.

**Section 4. No Duplication or Pyramiding** - The Union agrees that there will be no further negotiations on retirement improvements during the period of this Agreement. It is understood that any and all improvements recommended by the Employee Retirement Board and approved by the City Council, shall be added to the attached Schedule B referred to in Section 2 above.

**Section 5. Employer Pick-Up** - The City will maintain procedures to exclude the amounts contributed to the Employee's Retirement System from federal and state income tax, subject to applicable laws.

**Section 6. Optional Retirement –**

The City's retirement plan, reference in Article XVII and Schedule B, shall permit optional retirement at age 55 or older with twenty-five (25) years or more of creditable service without actuarial reduction.

(a) Retirement Calculation - Retirement benefits shall be calculated on the basis of 2.0% of the member's final compensation multiplied by all years of creditable service, not to exceed 70% of a member's final average compensation.

(b) Employee/Employer Retirement Contributions - Employee contributions shall be 4%, and the City's contribution shall be no less than 6%.

(c) Retiree COLA - The cost of living adjustment will be rounded to the nearest full percent, and limited to not more than three (3%) percent.

(d) Funeral Benefits - Each employee who retired from the Employee Retirement System between May 1, 1989 up to May 1, 1993 will receive a $1,000 funeral benefit. A single premium group term life program was established such that employees who retire on or after May 1, 1993, will receive a $2,000 paid term insurance.

(e) Retiree Health Insurance Subsidy – A minimum fifty dollar ($50.00) monthly health insurance subsidy shall be payable to members, in accordance with the Administrative Code.

## ARTICLE XVIII - HEALTH AND LIFE INSURANCE

**Section 1. Hospitalization Plan** - The City will continue to make available to the employee's hospitalization plans, benefits and employee cost figures as recommended by the City Insurance Committee to the City Council.

(a) The parties agree to continue the existing payment structure for health insurance. Present employee contributions for health insurance cost shall not be increased nor benefits reduced during the term of this Memorandum. The employee cost of the insurance coverage shall be deducted twice monthly.

(b) In accordance with IRS Code Section 125, employees will be tax exempt from federal and state tax on premiums they pay for medical and life insurance plans.

**Section 2. Life Insurance** – The City will provide life insurance equal to one times an employees' base annual salary rounded to the next highest $500.00 dollars, or $15,000.00, whichever is greater.

**Section 3. City Insurance Committee** - The Union may be permitted to have two (2) non voting representatives on the City Insurance Committee who will be entitled to attend any meetings where health insurance covering L-classified employees are discussed or voted upon.

## ARTICLE XIX - WORKERS' COMPENSATION

**Section 1. Workers' Compensation** - Employees covered by this Memorandum are covered by the Missouri Workers' Compensation Act.

**Section 2. Three Day Waiting Period** - The first three (3) working days of such employee's absence may be applied to sick leave if accumulated, or if not, to vacation if otherwise eligible for vacation.

**Section 3. City Policy** - When the City requires an employee to appear for the purpose of taking his deposition, the employee shall be paid at his hourly rate for the time spent in giving said deposition.

## ARTICLE XX - DISCIPLINE & DISCHARGE

**Section 1. Just Cause**

(a) The City may take disciplinary action against its regular employees covered by this Memorandum for just cause consistent with the City Charter, applicable laws and ordinances and rules and regulations promulgated thereunder and this Memorandum.

(b) Disciplinary action may include the following:

Oral Reprimand
Written Reprimand
Suspension
Discharge
Demotion

(c) The City shall make every effort possible to see that such actions should take place in a manner as not to embarrass the employee before other employees or the public.

**Section 2. Union Right to Represent** - The Union shall have the right to represent the employees at all levels consistent with the City Charter, applicable laws and this Memorandum.

**Section 3. Payroll Status** - If the City deems it appropriate the employee may remain on the payroll until the disciplinary action is final.

## ARTICLE XXI - SETTLEMENT OF DISPUTES

**Section 1. Coverage** - The parties recognize that from time to time disputes might arise from the application or interpretation of this Memorandum and that employees may from time to time have complaints, grievances or disputes arising from the application or interpretation of this Memorandum.

**Section 2. General Rules** - The following general rules shall apply in all steps of the grievance procedure:

(a) Failure of the union or the employee to take action within the established time limits shall result in the matter being dropped.

(b) Failure of the City or its representative to take action within the established time limits shall result in the matter being automatically passed to the next step of the grievance procedure.

(c) The union may abandon a grievance at any step.

(d) Time limits at all steps may be extended by mutual agreement in writing. If the deadline for a grievance or answer to a grievance falls on a Saturday, Sunday or Holiday, the deadline shall be moved to the next City business day.

(e) The union may directly initiate a grievance involving prospective interpretation and application of this Memorandum by doing so in writing to the Human Resources Director with a copy to the department head.

(f) The parties by written agreement may waive any step of the grievance procedure by immediately going to the next step.

(g) Once the grievance has been submitted in writing at Step 3, it shall not thereafter be altered or modified.

(h) Letters of counseling are instructional in nature and, as such, shall not be grievable, however, disputes over form shall be subject to the grievance procedure directly at the third step.

(i). Letters of Reprimand are grievable directly to the third step.

**Section 3. Grievance Procedure** -In such cases the following procedure shall apply:

**Step 1.** Any employee who believes himself to have a grievance shall (together with a Union representative, if he or she elects to do so) take the matter up orally with his or her immediate supervisor outside the bargaining unit within fourteen (14) calendar days after the occurrence of the event giving rise to the complaint or within fourteen (14) calendar days after the employee knew or reasonably should have been aware of the facts giving rise to the grievance, and try to resolve the matter.

The supervisor shall have seven (7) calendar days thereafter to give the employee an answer.

**Step 2.** If the matter is not satisfactorily resolved as provided for in Step 1 above, the employee together with the union representative shall file a written grievance setting forth the facts giving rise to the grievance and the relief sought with the next level supervisor above Step 1 outside the bargaining unit e.g., Area Superintendent or General Supervisor within seven (7) days after the supervisor has given his or her answer as provided for in Step 1 above.

The Area Superintendent or General Supervisor or equivalent level supervisor shall have seven (7) calendar days to give his or her written answer.

**Step 3.** If the matter is not satisfactorily resolved under the provisions of either Step 1 or Step 2 above, the employee or the Union shall, within fourteen (14) calendar days after termination of the period set forth in Step 2, deliver a copy to the department head or his or her designated representative.

Within seven (7) calendar days of receipt, the Department Director, or designee, shall contact the Union to schedule a meeting and try to resolve the matter.

The department head or his/her designated representative shall have fourteen (14) calendar days thereafter to give his or her answer in writing to the Union.

**Step 4.** If the Union is not satisfied with the answer received in any of the preceding steps, it may submit the grievance to the Human Resources Director or his or her designated representative with fourteen (14) days after termination of the period set forth in Step 3.

The Human Resources Director may request a meeting with the Union if he deems it necessary, but in any event shall give the Union a written answer within twenty-one (21) calendar days. During this period, the Human Resources Director or his or her designated representative shall meet with the Union, if requested.

**Step 5.** If the matter is not satisfactorily resolved as provided for in the steps above, the Employer or the Union may (except for disciplinary removal, demotion, or suspension in which the procedure of the Human Resources Review Board under the Charter may be invoked) request arbitration as provided in Section 3 on the matter by notification of the other in writing within fourteen (14) calendar days after Step 4, that it is taking the matter to arbitration. The arbitration hearing must be scheduled and heard within ninety (90) days whenever possible, based on the availability of the arbitrator, after the completion of Step 4.

**Section 4. Arbitration** - If the matter is taken to arbitration, the following conditions will apply:

(a) The parties may agree upon an arbitrator, and in the event they do not agree, the Federal Mediation and Conciliation Service shall be asked to submit a panel of seven (7) from which the arbitrator will be selected by alternate strike-offs, the first strike-off to be made by the party initiating the grievance. Either party may reject the first panel submitted prior to making any strike-off.

(b) Only those issues relating to the specific grievance or action will be submitted to the arbitrator. The arbitrator's jurisdiction to make an award will be limited by the submission agreed to by the parties, and to a single grievance, except where otherwise agreed by the parties, and he or she shall have no authority to exceed the scope of his authority or to pass upon the exercise of any rights of the City not covered by the submission or make any findings or determination in conflict with the Charter.

(c) Matters submitted to arbitration shall contain in the submission an agreement by the parties as to whether or not the decision rendered shall be compulsory or advisory. Such request for arbitration shall include an agreement for binding arbitration except when in the opinion of the City the matter to be submitted could possibly lead to a decision that would be invalid or illegal, or impinge on legislative functions or the Charter or City ordinance and rules and regulations promulgated thereunder, then the submission shall contain a request for advisory arbitration only.

(d) The cost of the arbitrator's fee and expenses, including transcript, shall be borne equally by both sides. Each party shall bear its own costs of arbitration.

(e) No employee shall be permitted to request arbitration without the written consent of the Union.

**Section 5. Predetermination Hearings -** Disputes arising out of discharge, demotions or suspension which are subject to the jurisdiction of the Human Resources Board shall first be taken up at a predetermination hearing by the Department head or his designated representative and the Union. Such hearings shall be conducted as follows:

The City shall give at least seven (7) calendar days notice in writing to the employee and the Union describing the alleged offense, time and place of occurrence, pending or invoked disciplinary action, date, time and location of hearing, which may be rescheduled for good cause.

During this period, the employee and/or the Union may request information or material required to present the employee's position in the matter and it shall be promptly provided by the City.

The Department Head, the supervisor involved, the employee and the Union shall then meet to discuss the facts involved to determine if there is probable cause to proceed with the pending or invoked disciplinary action.

The Department Director, or his or her designee, shall, within fourteen (14) calendar days after the hearing, to give his or her disposition in writing to the employee and the Union.

**Section 6. Labor/Management Committee.**

(a) There shall be a Labor/Management Committee with equal representation from the Employer and the Union.

(b) The Labor/Management Committee will strive to improve labor/management relationships in all areas and to see that this agreement is properly administered at all times.

(c) This Committee will have designated members from both the City and the Union who shall have the authority to speak for their respective parties on all matters concerning this Memorandum.

(d) There shall be co-chairpersons of this committee. The committee shall meet monthly or at any time if one party submits a written agenda to the other and a date is mutually agreed to.

(e) This does not preclude department or division heads from meeting with stewards or other designated Union representatives on an informal basis.

**Section 7. Union Stewards**

(a) The Union shall designate to the City, in writing, a list of names of union stewards or other representatives responsible for each work location. The City in turn will designate to the Union, the management levels outside the bargaining unit at each location for Step 2 of the grievance procedure, to whom the steward and employee are to present their grievance.

(b) Where meetings are held pursuant to the first three steps of the grievance procedure they should be scheduled so as to cause minimal interference with services to be performed. In these circumstances, an employee necessarily involved in such grievance will not suffer any loss of pay while in attendance during such meetings.

(c) In any steps thereafter, stewards shall be released by the division head or his or her designated representative for reasonable periods of time at the request of the Local Union President or his or her designated representative without loss of pay so that the steward involved may meet with City representatives for the processing of grievances. Any employee whose presence is requested by the City shall be paid by the City.

(d). For the purposes of negotiations related to this Memorandum, a maximum of seven (7) members shall be allowed off under the terms stated above, so long as City operations are not unduly disrupted.

**Section 8. Rights and Protections.**

(a) All employees certified by the union as stewards shall not be harassed or discriminated against in any way by the City or Departmental supervision because of his or her lawful action taken in the representation of employees or implementing this agreement.

(b) The union shall submit any such complaint made under this section directly to Step 4 of the grievance procedure. The Human Resources Director or his designated representative, upon receiving complaints under this section shall schedule a meeting with the union as soon as possible in accordance with Step 4. If the allegations are found to be true the City will take whatever action needed to correct the situation.

(c) Unresolved disputes above may be processed to Arbitration in accordance with this Article.

## ARTICLE XXII - NO STRIKES - NO LOCKOUTS

**Section 1. No Lockouts** - The City will not lockout its employees during the term of this Memorandum.

**Section 2. No Strikes, Etc.** - The Union and its members agree that there will be no strikes, work stoppages, slowdowns, sit-downs, refusal to perform work or job action of any kind or any other concerted interference with City operations or use of concerted picketing action during the term of this Memorandum.

**Section 3. Picket Lines** - No employee shall be disciplined or discharged for his individual refusal to cross a lawful picket line but in no event shall he be compensated in any form or manner for such time.

## ARTICLE XXIII - CONTRACTING AND SUBCONTRACTING OF WORK

During the term of this Memorandum the City will not contract out work presently performed exclusively by bargaining unit employees without advance written notice to the Union. If requested, and where practical to do so, the City will offer a full discussion prior to the date the request for proposals are advertised. At that time, the City shall inform the Union of the impact of such decision on City employees. Should the Union desire discussion or information pertaining to the bidding process, and such a request does not compromise the process, the City will provide such information no later than thirty (30) calendar days following the Union's request. Except in cases of emergency, the meeting will be held before any bid is awarded. The Union may respond to any request for proposals to contract out work presently performed exclusively by bargaining unit employees and shall have the right to inspect any and all bids after they are opened.

Prior to contracting out any project, the City's estimated cost of the project will be provided to the Union. If the Union disagrees with the City's cost estimate, it may present its findings and conclusions on the cost estimates to the City Manager.

This section shall only apply to contracts where bargaining unit employees will be permanently displaced.

## ARTICLE XXIV – GENERAL PROVISIONS

**Section 1. Discrimination and Coercion.**

(a) The City and the Union agree that they will fully comply with all statutory requirements prohibiting discrimination on account of age, sex, marital status, race, color, creed, religion, national origin or political affiliation.

(b) All references to employee in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

(c) The City and the Union agree not to interfere with the rights of the employees to become or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the union or any representative of either against any employee because of union membership or non-membership or any lawful activity for or against the Union.

**Section 2. Bulletin Boards.**

(a) The City agrees to make available suitable bulletin board space in all work locations where employees report for work as approved by the City Art Commission.

(b) The Union shall limit its posting to notices of Union meetings, results or notices of Union elections or social events. Any other material shall be subject to approval by the City.

**Section 3. Union Business –**

(a). It is mutually agreed to by the Union and the City that duly elected union stewards and officials may be released from work without loss of pay for up to two (2) hours per week to transact lawful union business involving city employees which, cannot reasonably be performed during non-working time.

(b). The Union agrees that before engaging in any activity or leaving the duty station, a steward shall obtain authorization from the supervisor. The Steward shall state the general nature of the business and location. Authorization to leave the duty station shall not be unreasonably denied by the supervisor. Upon return to the work unit, the steward shall notify the supervisor before resuming duties, and prepare appropriate documentation for the time taken. Failure to follow the procedures in this Section shall be considered as unauthorized unpaid leave. The Union agrees that this privilege will not be abused.

(c). The Union and the City mutually agree that duly elected Union Stewards/Officials will be assessed time under paragraph (a) in the following circumstances. Meetings with employees to discuss filing grievances, filing grievances (union hall). The City and the Union agree that this is not an all-inclusive list.

(d). The Union and the City mutually agree that duly elected Union Stewards/Officials will not be assessed time under paragraph (a) to attended/participate in the following: Labor-Management Committee Meetings, monthly union steward meetings, City sponsored committees (Deferred Comp Board, Retirement Board, KC-GO, etc.), grievance or predetermination hearings in role as Union Steward, investigatory interviews or meeting that may lead to disciplinary action, meetings where employees receive disciplinary actions, meetings with departmental management to discuss workplace issues, work rules, etc., meetings with supervisors/management to resolve or prevent grievances, or department sponsored committees. The City and the Union agree that this is not an all-inclusive list.

**Section 4. Visits by Union Representatives** - The City agrees that accredited representatives of the Union shall have reasonable access to the premises of the City at reasonable times during working hours. There shall be no interference with the work of the employees without the approval of the City.

**Section 5. Work Rules.**

(a) The Union acknowledges the existence of and the City's right to establish and maintain work rules not inconsistent with this Memorandum.

(b) The City will advise the Union and the employees involved of any major additions or modifications to or amendments of the work rules in advance of their effective date and give the Union a reasonable opportunity to discuss such additions or amendments.

(c) Such rules shall be brought to the attention of the employee in some reasonable manner. Such methods may include, without limitation, posting in places accessible to the employee, distribution of written material or publication.

**Section 6. Uniforms and Protective Clothing.**

(a) If the City requires any employee to wear a uniform the City will provide the uniform, except shoes. The City will not reduce its present uniform maintenance policies during the term of this Memorandum.

(b) If the City determines that protective clothing or other protective devices are required, it will furnish and maintain same. Employees may be required to turn in such clothing or device upon termination or when replacement is required or the cost of same may be deducted from their pay.

(c) Safety shoes provided by the City will be initially charged to the employee, but the cost of same will be reimbursed to them over a period of six (6) months. The difference between the cost of standard and non-standard safety shoes will be paid by the employee consistent with Administrative Regulation 2-26 dated May 16, 1985.

(d) The City will provide safety glasses where it requires their use, but will not pay for the cost of prescription safety glasses.

(e) The Park Board will, during the term of this Memorandum, adopt a consistent policy with regard to providing uniforms. Generally, it will be the policy to provide uniforms to all regular full-time employees in the same work unit if some of the employees in that work unit in the same job classifications are provided with uniforms.

**Section 7. Equipment and Tools Furnished by the Employee.**

(a). If the City requires an employee to furnish tools and or equipment to be used at work or in the service of the City, then the City shall provide a safe place to store such tools or equipment.

(b). The City agrees to provide a $350.00 tool allowance for regular employees employed by the City on May 1st each year of the agreement in the following classifications, where appropriate:

| | |
|---|---|
| Fleet Maintenance Technician III | Fleet Maintenance Technician I |
| Tire Repairers | Fleet Maintenance Technician II |
| Body Repairers | Carpenters |
| Maintenance Mechanics | |

**Section 8. Commercial Drivers License** - The City agrees to reimburse bargaining unit employees for the required Commercial Drivers License and renewal licenses as required by the City within a reasonable time.

**Section 9. Legal Actions against Employees** - The City agrees to continue the present program in effect. Should either the City or the Union wish to modify the program the parties agree to meet and discuss such proposed changes. If the parties reach agreement on the matter, they shall jointly recommend this proposal to the City Council for action

**Section 10. Mileage Allowance** - Wherever as a condition of employment, an employee is required to use his personal automobile in the performance of his regularly assigned duties, such employee will be compensated in accordance with the then published rates.

Any upward adjustment made during the term of this Agreement will automatically apply to such employee as of the effective date of such adjustments, and shall be made a part of this Memorandum.

**Section 11. Disabled Employees Parking City Hall** - The City will continue to provide space in the City Hall parking area for disabled employees. Disabled employees requesting to park at City Hall will be required to submit their request in accordance with the appropriate administrative regulation.

**Section 12. Performance Appraisals.**

(a) Performance appraisals shall be used to help the employee improve his job performance.

(b) At the time of rating the employee shall be given counseling on ways to improve work performance and the rating shall be explained.

(c) Appeals on performance appraisals shall be subject to the grievance procedure beginning at the third step.

(d) Employees shall be given copies of all ratings at the time they are evaluated.

(e) If an annual increase is withheld as a result of an evaluation, the employee affected shall be re-evaluated within ninety (90) days and if his or her performance has improved sufficiently to warrant an increase, the withheld increase shall be granted.

**Section 13. Out of Class Pay.**

(a) An employee assigned to work in a classification having a higher salary rate for more than half their regular shift, shall receive the higher rate for the full shift, provided he or she performs the regular duties of the job. Out of class assignments may be required in emergency situations.

(b) Work programs requiring temporary periods of working out of class for training purposes, shall not be subject to out-of-class pay. This only applies to training programs established or approved by the department head. Reasonableness of the length of training period is subject to the grievance procedure. It is understood that the training program implemented shall be for the purpose of qualifying employees for higher classification and not for the purpose of avoiding out of class pay.

(c) Assignments under this Article may only be made by supervisors outside the bargaining unit.

**Section 14. Training for Employees who deal with Laws.**

At any time there is a new or change in existing, or deletion in any law or ordinance that City employees enforce or use in their work the City shall provide such instruction or training as it deems appropriate as soon as possible.

**Section 15. Employee Assistance Program** - The City and the Union are both participating in the Employee Assistance Program. As long as they are participating they shall cooperate to make it a success.

**Section 16. Wellness Program** - Effective May 1, 1998, or as soon thereafter as practical, a joint labor/management task force, with equal representation from management and labor, will be established to develop mutually agreeable criteria for a wellness program. The aforementioned mutually agreeable criteria will be presented to the City Manager no later than April 30, 1999, for final review and implementation.

**Section 17. Classification Inequity** - Any alleged classification inequity within the bargaining unit will be presented to the labor - management committee for review. After such review, if the matter is not settled, it may be presented by the Union to the Human Resources Director whose decision shall be final. Alleged inequities will be submitted by the Union on a quarterly basis. The Human Resources Director shall make a reasonable effort to reply within 45 days after presentation to him, consistent with the Human Resources Director's workload. The alleged classification inequity must be demonstrated and not create a new inequity with other classifications. The foregoing does not preclude use of the grievance procedure by an employee within the time limits prescribed after the Human Resources Director's decision.

**Section 18. Sexual Harassment** - The City and Union agree that sexual harassment will not be tolerated in the workplace. Employees are advised that charges of sexual harassment may be filed in accordance with the sexual harassment policy for the City, or the grievance procedure, but not both.

## ARTICLE XXV- SAVING CLAUSE

In the event any Article, Section, or portion of this Memorandum should be held invalid or unenforceable by a court of competent jurisdiction, the City and the Union shall upon written request of either party, meet and negotiate a substitute for the invalidated Article, Section or portion of the Memorandum. It is the intention of the parties that each Article, Section or portion shall be severable and invalidity of any Article, Section or portion shall not affect the remainder of the Agreement.

## ARTICLE XXVI - COMPLETE AGREEMENT

The Union and the City agree that this Memorandum is the full and complete agreement between them and that neither party shall be required to bargain further during the term of this Memorandum on any matter affecting wages, hours and other terms and conditions of employment including prior practices which are hereby merged in this Memorandum unless mutually agreed to by both parties. The signing of this Memorandum shall not preclude the City from providing improved benefits for employees covered by this Memorandum provided such benefits are equally applicable to all employees in the bargaining unit unless otherwise agreed.

## ARTICLE XXVII - DURATION OF AGREEMENT

**Section 1. Term of Agreement**

This Memorandum shall be effective as of May 1, 2002, and shall remain in full force and effect through April 30, 2003. It shall be automatically renewed thereafter from year to year unless either party shall have notified the other, in writing, between September 1st and October 1st, of the year 2002 prior to the expiration date that it desires to modify this Memorandum.

**Section 2. Negotiations**

In the event such notice is given, negotiations shall commence no later than October 1, 2002. This Memorandum shall remain in full force and be effective during the period of negotiations and until notice of termination of the Memorandum is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Memorandum, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in Section 1.

IN WITNESESS WHEREOF, THE PARTIES HAVE SET THEIR HAND THIS 6th DAY OF SEPTEMBER 2002.

FOR THE UNION

Nathanial Byas
President

Robert Gillis
Vice President

Andrew Murrell
Business Agent

FOR THE CITY

Robert L. Collins
City Manager

John Thigpen
Human Resources Director

Gary O'Bannon
Human Resources Deputy Director

Michael Kitchen
Manager, Labor & Employee Relations

## SCHEDULE A

### [Bargaining Unit Classifications]

Accountant I
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Airport Security Monitor
Animal Control Officer
Bindery Worker
Body Repairer
Building Maintenance Worker I
Building Maintenance Worker II
Bus Operator
Buyer I
Carpenter
Code Enforcement Officer I
Code Enforcement Officer II
Community Worker
Computer Operator
Concession Clerk
Concession Clerk Trainee
Construction Code Inspector I
Correctional Officer I
Correctional Officer II
Customer Service Representative
Dietetic Technician

Dispatcher
Electronics Technician I
Energy Auditor/Inspector
Engineering Technician I
Engineering Technician II
Environmental Inspector I
Equipment Operator I
Equipment Operator II
Equipment Operator III
Facilities Attendant I
Facilities Attendant II
Facilities Attendant Leader
Fleet Maintenance Technician I
Fleet Maintenance Technician II
Fleet Maintenance Technician III
Florist I
GIS Analyst I
GIS Specialist
Golf Course Assistant
Information Processor
Institutional Cook
Labor Leader
Laboratory Technician
Licensed Practical Nurse
Lifeguard
Machinist
Maintenance Electrician I
Maintenance Electrician II
Maintenance Mechanic
Maintenance Repairer I
Maintenance Repairer II
Maintenance Worker I
Maintenance Worker II
Medical Assistant
Meter Reader
Meter Reader Inspector
Meter Repairer
Microfilm Operator
Municipal Court Bailiff
Municipal Revenue Agent I
Offset Press Operator I
Offset Press Operator II
Painter I
Painter II
Parking Facilities Attendant I
Parking Facilities Attendant II
Parking Meter Collector
Planning Technician I
Plant Operator I
Plant Operator II
Plumber
Public Health Nurse
Recreation Director I
Recreation Leader
Recreation Specialist
Revenue Officer I
Seasonal Worker
Security Officer I
Senior Plant Operator
Senior Recreation Leader
Sign Fabricator I
Sign Fabricator II
Social Service Worker I
Special Investigator I
Special Investigator II
Stock Clerk I
Stock Clerk II
Switchboard Operator
Tire Repairer
Tow Truck Operator
Tree Inspector
Tree Trimmer I
Tree Trimmer II
Utility Repairer
Water Servicer
Water Servicer Inspector
Welder
Zookeeper

## Appendix A

## Department Specific Positions

Airport Security Monitor
Animal Control Officer
Bindery Worker
Bus Operator
Code Enforcement Officer I
Concessions Clerk
Concession Clerk Trainee
Correctional Officer I
Correctional Officer II
Dietetic Technician
Energy Auditor/Inspector
Facilities Attendant I
Facilities Attendant II
Facilities Attendant Leader
Florist I
Golf Course Assistant
Institutional Cook
Licensed Practical Nurse
Lifeguard
Machinist
Medical Assistant
Meter Reader
Meter Reader Inspector
Microfilm Operator
Municipal Court Bailiff
Municipal Revenue Agent I
Offset Press Operator II
Parking Facilities Attendant I
Parking Facilities Attendant II
Parking Meter Collector
Plant Operator I
Plant Operator II
Public Health Nurse
Recreation Director I
Recreation Leader
Recreation Specialist
Revenue Officer I
Senior Plant Operator
Senior Recreation Leader
Sign Fabricator I
Sign Fabricator II
Social Service Worker I
Special Investigator I
Special Investigator II
Tow Truck Operator
Tree Inspector
Tree Trimmer I
Tree Trimmer II
Utility Repairer
Water Servicer
Water Servicer Inspector
Zookeeper

## APPENDIX B

## ENTRY LEVEL JOB CLASSIFICATIONS

Accounting Clerk I
Animal Control Officer
Bindery Worker
Building Maintenance Worker I
Bus Operator
Code Enforcement Officer I
Community Worker
Concession Clerk
Correctional Officer I
Dispatcher
Engineering Technician I
Equipment Operator I
Facilities Attendant I
Fleet Maintenance Technician I
Florist I
Golf Course Assistant
Information Processor
Laboratory Technician
Licensed Practical Nurse
Maintenance Repairer I
Maintenance Worker I
Medical Assistant
Microfilm Operator
Municipal Court Bailiff
Offset Press Operator I
Parking Facilities Attendant I
Parking Meter Collector
Planning Technician I
Plant Operator I
Recreation Director I
Recreation Leader
Recreation Specialist
Security Officer I
Sign Fabricator I
Special Investigator
Stock Clerk I
Switchboard Operator
Tire Repairer
Tow Truck Operator
Tree Inspector
Tree Trimmer I