

**PROPOSED AGENDA**  
**CITY OF CENTRALIA, MISSOURI**  
**Board of Aldermen - Recessed Meeting**  
**March 28, 2016**  
**7:00 P.M.**  
**City Hall Council Chambers**

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. ACCOUNTS PAYABLE OVER \$1,250 = *\$71,500.74*
- IV. COMMENTS FROM CITIZENS
- V. MUNICIPAL SWIMMING POOL IMPROVEMENTS UPDATE – Erle Bennet, Park Director
- VI. ACTION AGENDA
  - A. Finance –
    - 1. Adopting Fiscal Year 2016-17 City Budget – Resolution  
Bill No. \_\_\_\_\_ Resolution No. \_\_\_\_\_
  - B. Permits and Licensing – None.
  - C. Legal –
    - 1. Authorizing Compensation for A Certain City Employee – Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
    - 2. Adopting a Collective Bargaining Agreement with Laborer’s International Union,  
Local #773 – Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
  - D. Purchasing – None
- VII. OLD BUSINESS
- VIII. NEW BUSINESS
  - A. Mayor
  - B. City Administrator
  - C. City Attorney
  - D. City Clerk
- IX. AS MAY ARISE
- X. ADJOURN

**ACCOUNTS PAYABLE OVER \$1,250**  
**Final For Year 2016**  
**March 28, 2016**

Altec (Repairs/Labor Units # 26*27*29)	\$ 2,274.46
Meyers Trucking Street Cleaner Rep/Labor \$4677.74)	\$ 6,116.28
MO Rural Services (Work Comp)	\$ 63,110.00

**TOTAL** **\$ 71,500.74**

<b>Grand Total:</b>	<b>\$ 71,500.74</b>
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BILL NO.: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_

A BILL TO CREATE A RESOLUTION ENTITLED:

“A RESOLUTION ADOPTING A BUDGET FOR THE CITY OF CENTRALIA, MISSOURI FOR THE FISCAL YEAR OF 2016-17 COMMENCING ON APRIL 1, 2016 AND ENDING ON MARCH 31, 2017.”

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The budget for the fiscal year of 2016-2017, commencing on April 1, 2016 and ending on March 31, 2017 in the manner and form of Exhibit A, attached hereto and incorporated herein by reference, is this date adopted.

SECTION 2. All Motions or Resolutions in conflict herewith are hereby repealed.

SECTION 3. This resolution shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED this 28th day of March, 2016.

\_\_\_\_\_  
Mayor, Tim Grenke

ATTEST:

\_\_\_\_\_  
City Clerk, Heather Russell

G:\Meetings\03 - Board of Aldermen\2015 - 2016\16 03-28 Recessed\Item VI-A-1 Adopting Budget for FY16-17 - Res.docx

BILL NO.: \_\_\_\_\_

ORDINANCE NO.: \_\_\_\_\_

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE TO FIX THE COMPENSATION OF A CERTAIN EMPLOYEE OF THE CITY OF CENTRALIA, MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

The compensation of a certain employee of the City of Centralia, Missouri is hereby fixed and established by ordinance, as follows:

(J) Randall Adams is promoted to Assistant Foreman of Water and Sewer and his salary is set at Grade I, Step 7 of the adopted pay schedule.

SECTION 3. The compensation for the employee established in Section 1 of this ordinance shall be effective April 4, 2016 at 7:00 a.m.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED this 28th day of March, 2016.

\_\_\_\_\_  
Mayor, Tim Grenke

ATTEST:

\_\_\_\_\_  
City Clerk, Heather Russell

This ordinance approved by the Mayor this 28<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Mayor, Tim Grenke

ATTEST:

\_\_\_\_\_  
City Clerk, Heather Russell

BILL NO.: \_\_\_\_\_

ORDINANCE NO.: \_\_\_\_\_

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING THE RATIFICATION AND APPROVAL OF A REVISED COLLECTIVE BARGAINING AGREEMENT WITH LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA LOCAL 773 AND TO AMEND THE PAY SCALE.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The wage rate for each step and grade of the pay schedule for the City of Centralia, Missouri shall be increased by 2.5% percent and the new pay schedule shall be as shown below:

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>A</b>	11.34	11.50	11.65	11.82	11.99	12.15	12.30
<b>B</b>	11.62	11.83	12.03	12.23	12.45	12.64	12.86
<b>C</b>	12.00	12.23	12.48	12.71	12.97	13.21	13.45
<b>D</b>	12.44	12.71	13.00	13.28	13.59	13.86	14.15
<b>E</b>	12.93	13.25	13.61	13.93	14.27	14.61	14.95
<b>F</b>	13.46	13.86	14.26	14.65	15.04	15.46	15.85
<b>G</b>	13.76	14.19	14.62	15.04	15.49	15.93	16.36
<b>H</b>	14.07	14.53	15.01	15.49	15.94	16.41	16.87
<b>I</b>	14.41	14.89	15.40	15.91	16.41	16.91	17.43
<b>J</b>	14.74	15.27	15.81	16.36	16.89	17.44	17.99
<b>K</b>	15.43	16.07	16.71	17.35	17.99	18.61	19.26
<b>L</b>	16.07	16.75	17.40	18.05	18.74	19.34	20.01
<b>M</b>	16.78	17.47	18.16	18.85	19.55	20.18	20.88
<b>N</b>	17.58	18.31	19.03	19.76	20.49	21.18	21.88
<b>O</b>	18.43	19.20	19.95	20.73	21.48	22.19	22.95
<b>P</b>	19.32	20.13	20.92	21.72	22.53	23.27	24.07
<b>Q</b>	20.25	21.13	21.95	22.78	23.63	24.41	25.25
<b>R</b>	21.24	22.13	23.01	23.88	24.78	25.61	26.48
<b>S</b>	22.26	23.22	24.13	25.05	25.99	26.84	27.77
<b>T</b>	23.35	24.34	25.32	26.26	27.27	28.16	29.13
<b>U</b>	24.49	25.52	26.54	27.56	28.59	29.54	30.56
<b>V</b>	25.69	26.78	27.83	28.91	29.99	30.99	32.06
<b>W</b>	26.94	28.09	29.20	30.23	31.46	32.51	33.63
<b>X</b>	28.26	29.46	30.64	31.81	32.99	34.10	35.27
<b>W</b>	26.94	28.09	29.20	30.23	31.46	32.51	33.63
<b>X</b>	28.26	29.46	30.64	31.81	32.99	34.10	35.27
<b>Y</b>	29.64	30.91	32.13	33.36	34.63	35.78	37.00
<b>Z</b>	31.09	32.42	33.71	37.15	36.34	37.54	38.84
<b>AA</b>	32.62	34.01	35.35	36.73	38.12	39.38	40.74

SECTION 2. The Mayor is hereby authorized to sign a new Collective Bargaining Agreement with Laborers' International Union of North America Local 773, attached to this document as "Exhibit A".

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Section 1 of this ordinance shall take effect and be in full force and effect from and after April 4, 2016 at 7:00 a.m. The remainder of this ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 28th day of March, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 28th day of March, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# **COLLECTIVE BARGAINING AGREEMENT**

between

THE CITY OF CENTRALIA, MISSOURI

and

LABORER'S INTERNATIONAL UNION OF NORTH AMERICA LOCAL 773

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## **Article I** **Intent and Purpose**

This Collective Bargaining Agreement between the City of Centralia, Missouri, hereinafter referred to as the "City" and Laborers' International Union of North America Local 773 of the Laborer's International Union of North America, AFL-CIO, hereinafter referred to as the "Union" is intended for the purpose of discussing and negotiating wages, working conditions, job security, grievance and complaints, and other matters involving employee relations.

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

It is recognized that the interests of the City and the interests of its employees are fundamentally the same. Accordingly, the City and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the City.

## **Article II** **Recognition**

The City agrees to recognize the Union as the exclusive Representative of all the Employees in the Street, Water, Sewer, Electrical or Light and Sanitation Departments or other departments employing physical or maintenance workers.

The City will neither negotiate nor make a Collective Bargaining Agreement any of its employees in the Bargaining Unit covered hereby, unless it be through duly authorized representatives of the Union.

## **Article III** **Management Rights**

The City retains the sole right to manage its business and affairs, including the right to decide the number and location of departments, the methods or work, the scheduling of work, and the control of raw materials, semi-manufactured and finished parts, to maintain order and efficiency in its various departments and operations, to hire, fire, lay-off, assign, transfer and promote employees, and to determine the starting and quitting time and the number of hours to be worked, subject only to such restrictions governing the exercise of these rights as are hereby expressly provided in this Agreement.

## **Article IV** **Working Conditions**

Section 1. The number of persons to be employed is at the sole discretion of the City. The fact that certain classifications and rates are established does not mean that the City must employ a workman for any one or all such classifications or to man any particular piece of equipment or vehicle that happens to be on the work site, unless, in the opinion of the City, there is need for such a workman.

Section 2. Any workman may be shifted by the City from one classification of work to another classification of work or from one piece of equipment to another piece of equipment, provided the workman is paid the rates of wages for the classification which provided the higher wage rate.

Section 3. The City shall furnish clean, fresh, drinking water and ice daily on all jobs during the summer months and when conditions warrant same and shall furnish sanitary paper drinking cups, ice and water as soon as practical after starting time.

Section 4. The City shall furnish workmen with rubber boots, rubber coats, and rain hats when necessary and when working conditions warrant same, and shall furnish all necessary tools required on the job site. The City shall furnish flagman jackets to all flagmen and those employees shall be held responsible for the return of such tools, equipment, and garments to the City.

## **Article V** **Work Day and Work Week: Street, Water, Sewer, Electrical or Light, Sanitation Departments, or other Departments Employing Physical or Maintenance Workers**

Section 1. – Work day/week: Beginning of work for Street, Water, Sewer, Electrical or Light, Sanitation departments and other departments employing physical or maintenance workers shall be at 7:00 a.m. until 4:00 p.m., Monday through Friday unless a modified schedule is approved by the departments foreman and City Administrator. A work week will constitute forty (40) hours beginning at 7:00 a.m. on Monday and ending at 6:59:59 a.m. of the following Monday. Eight (8) hours shall constitute a regular day's work for the Street, Water, Sewer, Electrical or Light, and Sanitation departments or other departments employing physical or maintenance workers.

Section 2 – Overtime: All work performed over forty (40) hours in any work week shall be paid at the rate of one and one-half times the regular rate. Excused sick leave or preapproved vacation leave used during any work week shall count as time worked for the purpose of computing overtime. Stated more fully, an employee who uses one preapproved vacation leave day or who has one (1) excused sick day during a work week shall be paid at one and one-half times the employee's regular rate for hours actually worked in excess of thirty-two (32) hours during that work week; and an employee who has two (2) previously approved vacation leave days or who has two (2) excused sick days during a work week shall be paid at one and one-half times the employee's regular rate for hours actually worked in excess of twenty-four (24) hours during that work week, and so forth. However, if an employee works and uses sick

leave hours in the same work day (such as an employee going to doctor's appointment and then being called in to work in the evening), then the employee shall be credited first with the hours actually worked and then with only the number of hours of sick leave necessary to reach a total of eight (8) hours. Only if the hours actually worked by the employee exceed eight (8) hours shall the employee be credited with more than eight (8) hours in the determination of overtime eligibility. The term "excused sick leave" means sick leave granted to an employee based on a physician's written or verbal report to the City Administrator regarding the employee's health condition, unless the City Administrator informs the employee that such physician's report is not required. Except for work on holidays as described below in this Article V, no employee shall be paid at a rate greater than one and one-half times the regular rate for hours actually worked.

Section 3 – Emergency pay for extended hours: Any employee who works more than sixteen consecutive hours without an intervening break of at least four hours during a time of community emergency (such as snow or ice storm) shall be paid at one-and one half times the normal pay rate for all hours so worked, provided that in no instance shall the pay rate be pyramided with regular overtime or other special pay so as to raise the rate of pay beyond one and one-half times the regular pay rate for any hours worked.

Section 4 – Mutual aid: Any employee who is assigned to work away from the City of Centralia to provide mutual aid assistance to another entity and who is thereby required to lodge overnight at the other work location will be paid a rate of one and one-half times the regular pay rate for those hours worked, beginning from the time the employee leaves the City for the assignment. During this assigned time the employee will be responsible for the employee's own meals and received no per diem reimbursements from the City.

Section 5 - Pay periods defined: Pay day will be every two (2) weeks. Pay periods will close on alternate Mondays at 7:00 a.m. coincident with the work week.

Pay checks will be issued on alternate Fridays, no later than 11:00 a.m.

Along with the employee's pay check the City will submit to the employee a check stub indicating gross pay, ending pay period, total regular hours paid, rate of pay per hour, total of overtime hours paid, and all other standard and employee-authorized deductions, including social security and income tax, both Federal and State.

## **Article VI**

### **Call-In, Call-Back and Standby Pay**

- A. An employee "called-in" to work on a day that he has not been scheduled will be given a minimum of two (2) hours work or a minimum of two (2) hours pay if he is given less than two (2) hours work. Pay will be at overtime rate.

- B. An employee, who has completed his work schedule and has left work after which he is called back to work, will be given a minimum of two (2) hours work or a minimum of two (2) hours pay. Pay will be at overtime rate.
- C. An employee called to work before his normal shift time begins and who continues working into his regular shift will be paid at the overtime-call out rate applicable for the day called in until the time for the normal shift begins. The employee will then work at the regular pay rate unless the call out and regular shift add up to sixteen hours (16) consecutive hours.
- D. Each employee is expected to work when called unless excused for good sufficient reason, which is to be administered by reasonableness and fairness. Employees called in are expected to do whatever is necessary even though not part of their regular duties.
- E. The hours credited for work on a call-in or call-back will not include travel time to or from home as the minimum pay provisions is to allow for the inconvenience and the travel time involved.
- F. The hours paid for call-in and call-back will be credited towards hours worked in the week for overtime purposes. However, any employee will not be paid overtime or premium pay twice for the same hours worked nor is there to be pyramiding of pay for call-in or call-back time.
- G. An employee called in more than once on a designated City holiday (but not a "floating holiday") or the actual holiday, if different from the designated City holiday, shall be paid the two hours minimum for each call-in on that holiday, regardless of the time elapsed between call-ins, provided that before the employee is called in a subsequent time on that holiday the employee has clocked out from the earlier call-in and has notified the police dispatcher that the employee is again off duty.
- H. Members of the Electric Department and the Water and Sewer Department who are designated as the primary on-call employee(s) for Saturdays, Sundays, or designated holidays shall receive an additional one and one-half (1 ½) hours pay for each day they are so designated. However, if an employee purposely does not respond when called out, any standby pay for that day is forfeited.

## **Article VII** **Holidays**

Holidays include Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

In the event any of the above holidays fall on Saturday, the day before shall be observed as such holiday; if the holiday falls on Sunday, the day after shall be observed. An employee must work on the day preceding and the day following the holiday to be able to claim pay, unless such employee is then on vacation leave or has been excused from work by the City Administrator because of illness. The City Administrator shall excuse an employee from work because of illness only after receiving a

physician's written or verbal report regarding the employee's health condition, unless the City Administrator informs the employee that such physician's report is not required.

The City will allow for two (2) additional holidays to be taken each year on days of each employee's choosing. These holidays must be taken within each fiscal year and must be arranged with at least one (1) week's notice to the employee's supervisor. Employees will endeavor not to schedule this holiday during a period when their department is operating short-handed.

Work on a legal holiday and such other holidays as are authorized by the City Administrator shall be paid at one and one-half times the regular rate of pay that is paid for a regular day and one time for holiday.

### **Article VIII** **Rest Periods**

Employees will be given two (2) fifteen minute rest periods with pay during the normal work shift; the periods may be designated by the City. Excess time over fifteen (15) minutes will be deducted, and this provision will be strictly enforced. The fifteen minutes commence when they stop work and end when they start work. Rest periods shall be taken on job site.

### **Article IX** **Vacation**

Section 1 – Vacation time allotted: All full-time regular employees shall be allowed vacation leave at the rate of (1) 3.08 hours per bi-weekly pay period during the employee's first ten (10) years of continuous service as a regular employee, (2) 4.62 hours per bi-weekly pay period from and during the next ten (10) years of continuous service as a regular employee, and (3) 6.15 hours per bi-weekly pay period after twenty (20) years of continuous service as a regular employee.

Section 2 – Requesting vacation leave: Vacation may be taken as long-term vacation, short-term vacation or vacation without notice. Long-term vacation requests may be made in writing to the department foreman and then to the City Administrator at least one week prior to the long-term vacation. Long-term vacation may be one week or longer. Vacations of longer than two weeks in length are discouraged. When employees request vacations for the same period, employees with greater lengths of service shall receive priority. Short-term vacation may be taken for up to two consecutive days, but not to exceed two full shifts (typically 16 hours). Short-term vacation requires at least twenty-four hours (24) of notice in writing to the department foreman and then to the City Administrator. Vacation without notice may be taken for personal emergencies that are not qualified as sick leave, or, when all of an employee's sick leave has been used it may be used to fill in the remaining time away from work. However, long-term vacation and department work schedules shall take precedence over supplemental vacation requests. Using more than four (4) instances or 32 hours of vacation without notice within a calendar years is considered excessive and may be grounds for discipline.

Section 3 – Use of vacation: The City discourages use vacation in increments of less than one hour. In all cases, vacation schedules shall be worked out according to the needs of the City and the department. When possible, however, consideration may be given to the employees' requests.

Section 4 – Vacation leave accrual: An employee may accrue up to a maximum of two hundred forty (240) hours of vacation leave. The City Administrator may, in writing, further increase for a limited time the maximum total of accrued vacation days for an employee when it is determined that an employee cannot be allowed to take vacation leave due to a temporary heavy work schedule.

### **Article X** **Sick Leave**

Section 1 – Sick leave time allotted: All employees shall be entitled to sick leave accumulated at eight (8) days per year. Sick leave may be accumulated to a maximum of one hundred (100) days. No sick leave is accumulated during the first six (6) months of service. Upon completion of six (6) months continuous service, sick leave will be credited to the date of employment.

Section 2 – Notice/requesting sick leave: If any employee is sick and unable to work, in order to take sick leave, he must notify his supervisor within ½ hour after his scheduled starting time. If he fails to so notify, he will be absent without pay, unless he has a justifiable reason for failure to so notify. The employee must have a doctor's report after three (3) days sickness unless excused by the City Administrator. Employees shall be required to give written verification that the type of leave requested is sick leave as soon as practical.

Section 3 – Sick leave accumulation/incentive pay: An employee who has accumulated 16 days of sick leave as of December 1<sup>st</sup> of a calendar year and who uses four or fewer days between that December 1<sup>st</sup> and the following November 30<sup>th</sup>, shall qualify for the following incentive payments to be added to the gross pay of the next pay check:

<b><u>Sick Days Used</u></b>	<b><u>Incentive Payment</u></b>
0	\$250.00
1	\$175.00
2	\$150.00
3	\$100.00
4	\$ 50.00

Upon retirement, termination, resignation, or any other permanent separation from employment with the City, an employee shall receive a payment for one hour, calculated at the employee's normal base rate of pay, for every two hours of accrued sick leave.

## **Article XI** **Funeral Leave**

In the event of death in the employee's family, he may be granted a maximum of three (3) days off with compensation for regular working days absent to attend the funeral (no funeral leave granted unless the employee attends the funeral). If additional time is needed for funeral leave, that time may be charged against accumulated sick leave. The family shall mean: husband, wife, mother, father, son, daughter, step-son, step-daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, grandfather-in-law, grandmother-in-law, step-father, step-mother, step-brother, step-sister, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, or relative of the employee living in the employee's household.

## **Article XII** **Safety and Health**

The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees. The City shall furnish all necessary special safety equipment and clothing required for on duty wear which shall be replaced whenever damaged or worn and will no longer protect the employee. All safety equipment shall be worn by all employees when working under hazardous conditions.

It is agreed that all employees will be alert to any conditions anywhere in the City which may cause accidents or injury and are duty bound to report such conditions immediately to management.

It is agreed that management will promptly investigate such conditions; and, if it finds the conditions unsafe, it will take appropriate corrective action.

The City shall establish a safety incentive program effective April 1, 1998. Under this program, the City shall arrange with one or more approved vendors for credit from the City up to \$150 toward the purchase by a member of the Bargaining Unit of insulated pants and jackets, coveralls, or work boots for use at the City's job sites. The credit would be available for any member of the Bargaining Unit who completes the preceding fiscal year without any lost-time accidents. The City may also supply patches recognizing the employee's safety achievement; and such patches, if supplied, shall be sewn to the coveralls or jacket.

## **Article XIII** **Progressive Discipline**

The City shall not discipline or discharge any post-probationary employee without just cause and shall not harass or discriminate against employees who grieve disciplinary action imposed. The Employer further agrees that disciplinary action shall be in a timely manner and shall recognize that disciplinary action shall be appropriately documented and filed in the employee's central personnel files.

The City agrees with the tenets of progressive discipline and that it shall be imposed only for just cause. The Union agrees that serious offenses may justify severe discipline without the necessity of prior warning or attempts at progressive or corrective discipline. The City agreement to use progressive disciplinary action shall not prohibit the City from imposing discipline, which is commensurate with the offense, up to, and including Termination.

Discipline shall be whenever possible, of an increasingly progressive nature. The steps of progression being:

1. Verbal warning,
2. Reprimand,
3. Special probation,
4. Suspension,
5. Demotion,
6. Dismissal,

as those terms are defined in Section 22-56 of the Centralia City Code.

In imposing discipline on a current charge, the City will not take into account any prior infractions which occurred more than 24 months previously, with the exception of any discipline due to alcohol or substance abuse as described in the Centralia City Code Sections 22-134 through 22-158 and any subsequent related ordinance or State or Federal Law.

The Employer has the sole and exclusive right to exercise all the rights and functions of management and nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and the authority of the City, as granted under the laws of the State of Missouri and the City ordinances, resolutions, and other adopted actions. Without limiting the generality of the foregoing, as used here, the term "rights of management" includes the right to suspend, demote, discharge, or impose other disciplinary action against employees;

#### **Article XIV** **Discharging of Employees**

The City retains the sole right to discipline and discharge employees, provided that in the exercise of this right it will not act wrongfully or in violation of the terms of this Collective Bargaining Agreement. In imposing discipline on a current charge, the City will not take into account any prior infractions which occurred more than 24 months previously, with the exception of any discipline due to alcohol or substance abuse as described in the Centralia City Code Sections 22-134 through 22-158 and any subsequent related ordinance or State or Federal Law.. Cause for discharge includes, but is not limited to: insubordination, consuming alcoholic beverages during working hours, reporting for work in an intoxicated condition, any act of stealing or dishonesty, fighting on the job, failure to perform the work

assigned in his regular job, refusal to obey a legitimate order on the job, conviction of any felony, and three (3) instances of failure to report for work or call in sick. The City shall notify the employee in writing of any suspension or discharge with a copy of said notice supplied to the Union. Any employee covered by this Collective Bargaining Agreement shall have the right to appeal matters of employee discipline or discharge solely pursuant to the grievance procedure set forth in Article XI, unless the employee elects to be covered by the disciplinary procedures set forth in Chapter 22 of the Centralia City Code. Any employee may use only one of the two procedures for any grievance. Once a grievance procedure is selected and commenced, the employee may not thereafter elect to change to the other procedure.

### **Article XV** **Grievance Procedure**

If there arise any dispute between the City and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of this Agreement, such dispute shall be settled in the following manner:

- A. The employee having a grievance shall first take it up with the City Administrator, within three (3) working days from the occurrence of the matter about which the employee grieves and every reasonable effort will be made to settle the problem promptly at that point. The employee may have his steward present at this meeting if he requests it.
- B. If the matter is not settled within the above three (3) working day period, the grievance shall be reduced to writing, signed by the employee, and the Union representative and employee shall take it up with the City Administrator within five (5) working days from the occurrence of the matter about which the employee grieves.
- C. Subject matter: Only one (1) subject matter shall be covered in any grievance and only one grievant may be dealt with in a grievance. A grievance shall contain a statement of the grievant's position, the Article(s) and Section(s) of this Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant and the date filed. The City may consolidate similar grievances for review. However, each grievance shall be decided individually.
- D. If the settlement is not reached within ten (10) calendar days after the occurrence of the matter about which the employee grieves, the Union shall have the right to request arbitration by serving notice on the City in writing within twenty (20) calendar days after the occurrence of the matter

Grievances not processed within the time limits set forth above or signed by the aggrieved employee may be considered in the grievance procedure but will not be subject to arbitration.

## **Article XVI** **Arbitration**

Section 1. If a grievance or dispute is not amicably adjusted, the Union or City may submit the grievances or dispute for final decision by an arbitrator. If the Union or City desires to submit the dispute to arbitration, notice must be given in writing to the City or Union and a joint request will be made of Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. After the receipt of said list, the parties hereto shall strike names alternately from said list, with the Union and City flipping coins to begin, until one (1) name remains. The remaining name shall be appointed the impartial arbitrator.

Section 2. The sole function of the impartial arbitrator shall be to interpret the meaning of the article of this Collective Bargaining Agreement and it shall in no way be construed that the arbitrator shall have the power to add, to subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have not authority to consider more than one (1) grievance, unless the parties mutually agree to the contrary.

Section 3. The arbitrator's decision shall be in writing and shall be binding upon all parties concerned. It is understood and agreed that upon mutual consent of both the City and the Union, the impartial arbitrator may be selected by mutual consent without applying all the provisions of this article. The City and the Union agree that the expense, except for the expenses of each party's own witnesses, shall be borne equally by each party.

Section 4. The City or Union may submit a grievance to Arbitration.

## **Article XVII** **Union Representation Rights**

Employees covered under this agreement may request Union representation in disciplinary situations. Employees may request to have a union steward/union representative present during disciplinary discussions with management. The City shall allow an employee to request and contact the union steward or union representative and the City will delay disciplinary action to allow for union representation not to exceed 2 hour wait time for union steward/union representative to be present.

Management is not required to inform the employee of his/her rights; it is the employees responsibility to know and request.

## **Article XVIII** **Employee Evaluation**

The City has established a system for performance evaluation as set forth in Chapter 22, Article VII of the Centralia City Code. If, after meeting with the department foreman or supervisor to review and discuss the evaluation, the employee disagrees with or does not understand all or part of the evaluation, the employee should sign the evaluation form as required and also note in writing that he requests a second review, which shall be in the presence of the City Administrator. At that second review, a

representative of the Union may be present. The employee and Union representative may bring to the City's attention any facts which they believe were not taken into account in the original evaluation. The City may modify or not modify the evaluation as the City Administrator may judge appropriate. Denial of merit increase or promotion shall not per se be subject to the grievance arbitration procedure established in the Agreement. However, no employee shall otherwise be denied the right to pursue a grievance under the general procedures established by the City Code, when he believes that the evaluation is based on illegal discrimination. The employee shall have the right to reduce his arguments to writing and have them included in the employee's personnel records for as long as the original evaluation is also included there.

### **Article XIX** **Employee Status and Probationary Period**

All new, full-time permanent employees shall serve a probationary period of one hundred eighty (180) days. A new employee shall not accumulate any seniority benefits until he has completed the one hundred eighty (180) days probationary period. The probationary period is designed to give the City an opportunity to determine whether the employee is suitable and qualified for the work for which he was hired.

The employee shall be started at minimum rate or the City Administrator shall recommend rate change as to ability.

1. Each employee of the City of Centralia must be designated as permanent or temporary.
  - A. A permanent employee is one who is employed in a regular position that is expected to continue three (3) months or longer.
  - B. A temporary employee is one who fills a position that is established for a limited period of time, not to exceed three (3) months.
2. Every employee will be designated as part-time or full-time.
  - A. A full-time employee is one who regularly works forty (40) hours or more per week.
  - B. A part-time employee is one who regularly works less than forty (40) hours per week.

Temporary and part-time employees are not entitled to the City of Centralia benefits programs.

Should the status of a full-time employee change from temporary to permanent status, the length of service will be counted from the original date of last continuous employment.

Probationary and temporary employees shall accrue no rights under this Collective Bargaining Agreement, and they can be discharged at any time in the sole and unlimited discretion of the City, without notice to the Union, and their dismissal shall in no way be subject to the grievance procedure.

**Article XX**  
**Seniority**

Section 1. Seniority shall accumulate in the case of:

- A. Approved leave of absence (the City will give a written notice to the employee with a copy to the Union).
- B. Layoffs not in excess of one (1) year, subject to recall requirements set forth in Section 2 below.
- C. Military service, provided application for reinstatement is made in accordance with current laws.
- D. Short periods of illness where a written leave of absence is not necessary.
- E. Other legitimate reasons approved by the City.

Seniority shall accumulate from the first date of hire upon satisfactory completion of the probationary period.

Section 2. An employee shall lose his seniority and employee status in the event he:

- A. Retires.
- B. Quits.
- C. Is discharged.
- D. Is laid off for a period in excess of twelve (12) consecutive months.
- E. Has been granted a leave of absence and does not return at the expiration date, unless it is extended by the City.
- F. Is on continuous layoff of less than one (1) year and the City directs a notice of recall to work to the employee's last known address on the City's records and the employee fails to report for work within five (5) days after being called by the City, and the Union is given forty-eight (48) hours in which to locate such employee and arrange for his reporting to work. Responsibility for informing the City of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two (2) weeks, however, he shall be expected to return to work at the time specified by the City. The City may make exception to these time limits for good and sufficient reason.
- G. Takes a position with the City outside the Bargaining Unit.

Section 3. If an employee is rehired following a loss of seniority and employee status, as set forth immediately above, he shall be considered a new employee at the time of rehire.

### **Article XXI** **Strikes and Lockouts**

It is agreed that during the life of this Agreement neither the local Union nor any of its officers, agents, or members will instigate, call, sanction, condone or participate in any strike, work stoppage, slowdown, boycott, picketing or other willful interference with the operations of the City, and that there shall be no lockout of employees by the City.

### **Article XXII** **Layoff-Rehiring and Job Abolishments**

Section 1. In the event it is necessary to adjust the work force, employees so affected will exercise their seniority, provided qualifications are adequate.

- A. In exercising seniority, employees may go to a job in the same wage rates as their present job or to a lower rated job.
- B. "Qualifications" for this purpose will mean that the employee has previously held the job or can perform the job satisfactorily within a period of ten (10) days.

Section 2. Rehiring will be effected in the reverse order of layoff, provided qualifications are adequate.

- A. "Qualifications" for this purpose will mean that the employee has previously held the job or can perform the job satisfactorily within a period of ten (10) days.

### **Article XXIII** **Promotions**

Promotions shall be based primarily upon ability, but where ability is equal the employee having the greatest seniority shall receive preference. With respect to promotions to higher paid jobs, where time permits, the Union shall be notified of the opening, the vacancy will be posted for a period of at least three (3) days, listing the job title, job rate, and hours. Complaints that management has not exercised fairness in judging the qualifications of the available candidates may be processed through the grievance procedure.

### **Article XXIV** **Union Representatives**

Authorized representatives of the Union may have access to City facilities during working hours for discussion with employees for the purpose of investigating or handling grievances for the reasonable

length of time but shall not hinder or interfere with the progress of work. Also, the Union representative shall make his presence on City property known to City authorities at the City Hall.

#### **Article XXV** **Stewards**

The Union will furnish to the City, in writing, the names of any stewards, authorized to act in behalf of the Union.

#### **Article XXVI** **Saving Clause**

In the event that any provisions of this Agreement shall at any time be declared invalid by any court or administrative agency of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

#### **Article XXVII** **Group Insurance**

All permanent employees shall be eligible to participate in such retirement plan and group insurance plan as may be adopted in made a part hereof. The City has arranged for coverage under the LAGERS L-7 benefit program, with no contributions required by the employees.

#### **Article XXVIII** **Health Insurance**

Employees and their dependents shall be enrolled in a designated health insurance plan, which shall include basic dental coverage. The City shall pay 100% of the premium during calendar year 2016 and 2017 for the employee and covered employee dependents. Provided, however, when an employee is hired and the spouse of the employee is employed in a position where the spouse's employer offers group health insurance for the spouse, the City shall not furnish group health insurance for the new employee's spouse; and further provided, that the spouse of a City employee hired after January 1, 2012, or any employee's spouse who becomes newly eligible for inclusion in the City's group health insurance coverage after January 1, 2012 shall pay for one-half of the cost of such coverage which applies to employee spouses. If the City shall thereafter bid for renewal or replacement of health insurance coverage, the City shall consult with the employees concerning the results of the bidding.

If the City's selected proposal for coverage is substantially the same as that now offered to the employees and results in an increase in insurance premiums for "employee-only" coverage of greater than 5% for the average employee, then the employees shall recommend changes in coverage to reduce the increase to below 5% or shall agree to reimburse through payroll deduction the amount by which

“employee-only” coverage for the average employee exceeds 5%. Additionally, the City and the employees shall confer and agree on an equitable formula whereby employees with dependent coverage shall reimburse through payroll deduction the amount of any rate increase for dependent coverage in excess of the cost for calendar year 2013. However, such formula may be adjusted to eliminate changes which result from the addition or subtraction of the basic expense of dependent coverage arising from birth, death, marriage, divorce, or similar changes in the census of covered dependents or changes arising from the addition or elimination of employee positions.

**Article XXIX**  
**Worker’s Compensation**

All employees of the City, both full-time and part-time are extended worker’s compensation coverage under Missouri Law.

**Article XXX**  
**Absence Due to Work-Incurred Injury or Illness**

Note: The provisions of this policy apply to an employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensable under Missouri Worker’s Compensation Act and hereafter referred to as an “Injured Employee”.

A. POLICY:

1. It is the policy of the City that an injured employee shall be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to the injury during days he is working.
  - a. All such absences shall be limited to the time required to obtain the necessary medical attention.
  - b. An employee is required to furnish satisfactory proof of such medical attention.
2. Upon the recommendation of the attending physician, the employee may be excused from work without the loss of pay, vacation or sick leave for the balance of the day medical attention is first required.
3. In the event an injured employee is unable to return to work the day following the date of which the accident occurs or on which medical attention is first required, such employee may be granted leave without pay unless the employee elects to use accumulated sick leave. Such a leave may be extended until such time as he is able to return to work or for a maximum of one (1) year.

4. An injured employee who is unable to return to work and who has been granted a leave of absence shall continue to accumulate seniority and retirement credit and shall be permitted to accumulate vacation and sick leave allowances for a period not to exceed one year. Such vacation and sick leave allowances will be credited to the account of the employee only upon return to an employment status.

#### **Article XXXI** **Dues Check-off**

When authorized in writing by the employee, the City will deduct Union dues from wages and remit the same to Local 773. The amount of the monthly dues will be divided by two. The resulting amount shall be deducted from each of the first two paychecks in each month. When there is a third pay day in any month, no deduction or remittance shall be made.

#### **Article XXXII** **Uniforms**

The City, after conferring with Union representatives, shall arrange for a vendor to be selected and to supply at City expense, uniform pants and shirts and laundry service for said uniforms for each member of the Bargaining Unit or will offer a clothing exchange in the amount of \$300.00 per calendar year for members of the Bargaining Unit who wear flame-resistant clothing.

Employees who choose the exchange will not be eligible for vendor services. Employees who participate in the exchange shall be reimbursed the actual cost of flame-resistant clothing purchased per calendar year, not to exceed \$300.00 by providing receipts to the accounts payable clerk. The accounts payable clerk will reimburse the expenses to the employee within two weeks after the receipts are received.

Employees participating in the exchange may alternately choose to have the City purchase the flame-resistant clothing through an appropriate clothing supplier, not to exceed \$300.00 per employee per calendar year.

#### **Article XXXIII** **Compensation**

- A. Employees covered by the Collective Bargaining Agreement shall receive compensation based on the classification and pay plan as set out in the report "FY 2005 Salary Plan for the City of Centralia, January 2005" by Public Sector Personnel Consultants, with the exception that the grades have been given new, consecutive letter designations A through AB. The pay schedule shown on page 8 of that report, as previously increased pursuant to agreements with the Collective Bargaining Agreement and shown as Appendix A of the most recent Agreement

approved in 2015, shall be further amended by increasing the rate for each step and grade by four (4) percent, as shown in the new schedule attached hereto as Appendix A. Provisions in the report for advancement to higher steps upon satisfactory completion of certain periods of service in a position shall be in full effect. The new pay scale became effective on April 4, 2016 at 7:00 a.m.

- B. Full-time employees of the Collective Bargaining Unit shall receive "longevity" pay increases as set forth by the Centralia City Code and described as follows: Such employees shall be advanced to the second (2<sup>nd</sup>) step of the pay range for the employee's position upon completion of six (6) months of service. Upon completion of two (2) years of service, an employee shall be advanced to the third (3<sup>rd</sup>) step of the pay range for the employee's position. Upon completion of five (5) years of service, an employee shall be advanced to the fourth (4<sup>th</sup>) step of the pay range for the employee's position. Advancement to steps beyond step four (4) in a pay range or advancement to a step prior to completion of the standard length of service shall be based solely on merit at management discretion. Each scheduled step increase to the second (2<sup>nd</sup>), third (3<sup>rd</sup>), or fourth (4<sup>th</sup>) step shall be effective on the first (1<sup>st</sup>) day of the pay period following the anniversary date of the employee's first (1<sup>st</sup>) day of work in a classified position.
- C. When an employee is required by his/her job description to have a Commercial Driver's License and shall acquire or renew said license, City shall reimburse the employee for that portion of the license fee which is greater than that for the standard license. Prior to such payment, the employee shall furnish City with a receipt, cancelled check or other proof of expense.

**Article XXXIV**  
**Terms of Collective Bargaining Agreement**

This Collective Bargaining Agreement shall be in effect from April 1, 2016 through March 31, 2018 and shall continue in full force and effect on a two (2) year basis hereafter unless written notice to change, revise, or terminate this agreement is served by either party upon the other party at least sixty (60) days prior to the expiration date of this Collective Bargaining Agreement.

The Union shall have the right to open the Collective Bargaining Agreement annually between contract dates to submit and negotiate wages for the Bargaining Unit. Written wage proposals shall be submitted at least sixty (60) days prior to the City budget process for FY 2015 and FY 2016. Negotiations shall commence no later than the first day of the year in question.

Agreed to and adopted this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

Ratified and approved this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

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Kevin L. Starr, Business Manager  
Laborers' International Union of  
North America Local 773

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Tim Grenke, Mayor  
City of Centralia, Missouri

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Clint Taylor, Business Manager  
Laborers' International Union of North American  
Southern and Central Illinois District Council

## APPENDIX "A"

CITY OF CENTRALIA  
EMPLOYEE PAY SCALE  
Effective April 4, 2016 at 7:00 a.m.

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>A</b>	11.34	11.50	11.65	11.82	11.99	12.15	12.30
<b>B</b>	11.62	11.83	12.03	12.23	12.45	12.64	12.86
<b>C</b>	12.00	12.23	12.48	12.71	12.97	13.21	13.45
<b>D</b>	12.44	12.71	13.00	13.28	13.59	13.86	14.15
<b>E</b>	12.93	13.25	13.61	13.93	14.27	14.61	14.95
<b>F</b>	13.46	13.86	14.26	14.65	15.04	15.46	15.85
<b>G</b>	13.76	14.19	14.62	15.04	15.49	15.93	16.36
<b>H</b>	14.07	14.53	15.01	15.49	15.94	16.41	16.87
<b>I</b>	14.41	14.89	15.40	15.91	16.41	16.91	17.43
<b>J</b>	14.74	15.27	15.81	16.36	16.89	17.44	17.99
<b>K</b>	15.43	16.07	16.71	17.35	17.99	18.61	19.26
<b>L</b>	16.07	16.75	17.40	18.05	18.74	19.34	20.01
<b>M</b>	16.78	17.47	18.16	18.85	19.55	20.18	20.88
<b>N</b>	17.58	18.31	19.03	19.76	20.49	21.18	21.88
<b>O</b>	18.43	19.20	19.95	20.73	21.48	22.19	22.95
<b>P</b>	19.32	20.13	20.92	21.72	22.53	23.27	24.07
<b>Q</b>	20.25	21.13	21.95	22.78	23.63	24.41	25.25
<b>R</b>	21.24	22.13	23.01	23.88	24.78	25.61	26.48
<b>S</b>	22.26	23.22	24.13	25.05	25.99	26.84	27.77
<b>T</b>	23.35	24.34	25.32	26.26	27.27	28.16	29.13
<b>U</b>	24.49	25.52	26.54	27.56	28.59	29.54	30.56
<b>V</b>	25.69	26.78	27.83	28.91	29.99	30.99	32.06
<b>W</b>	26.94	28.09	29.20	30.23	31.46	32.51	33.63
<b>X</b>	28.26	29.46	30.64	31.81	32.99	34.10	35.27
<b>W</b>	26.94	28.09	29.20	30.23	31.46	32.51	33.63
<b>X</b>	28.26	29.46	30.64	31.81	32.99	34.10	35.27
<b>Y</b>	29.64	30.91	32.13	33.36	34.63	35.78	37.00
<b>Z</b>	31.09	32.42	33.71	37.15	36.34	37.54	38.84
<b>AA</b>	32.62	34.01	35.35	36.73	38.12	39.38	40.74