

MEMORANDUM OF UNDERSTANDING

BETWEEN

METROPOLITAN ST. LOUIS SEWER DISTRICT

AND

**UNITED WASTEWATER WORKERS ASSOCIATION, a division of
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1**

For Period of

August 16, 2010 - June 30, 2013

This Memorandum of Understanding is entered into between the Metropolitan St. Louis Sewer District (hereinafter referred to as the "District") and

United Wastewater Workers Association, A Division Of
Service Employees International Union, Local 1

(hereinafter referred to as the "Union")

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TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I – RECOGNITION.....	4
ARTICLE II - DUES CHECK OFF	4
ARTICLE III - MANAGEMENT RIGH.....	5
ARTICLE IV - UNION ACTIVITIES	5
ARTICLE V - PROCEDURE FOR HANDLING EMPLOYEE COMPLAINTS..	6
ARTICLE VI - PROGRESSIVE DISCIPLINE.....	10
ARTICLE VII - SENIORITY.....	11
ARTICLE VIII - APPLICATION OF SENIORITY	11
ARTICLE IX - HOLIDAYS	13
ARTICLE X - VACATION.....	14
ARTICLE XI - SICK LEAVE.....	15
ARTICLE XII - OTHER PAID LEAVE.....	18
ARTICLE XIII - OVERTIME	19
ARTICLE XIV - TEMPORARY LIGHT DUTY	20
ARTICLE XV - DISABILITY	20
ARTICLE XVI - JOB ASSIGNMENT	20
ARTICLE XVII - MEDICAL PLAN.....	20
ARTICLE XIX - PROBATIONARY PERIOD FOLLOWING.....	22
DEMOTION OR TRANSFER	22
ARTICLE XX - PERSONNEL RECORDS.....	22
ARTICLE XXI - FAILURE TO REPORT TO WORK FOR THREE DAYS	22
ARTICLE XXII - SAFETY COMMITTEE.....	22
ARTICLE XXIII - SAFETY.....	22

ARTICLE XXIV - SAFETY EQUIPMENT 22

ARTICLE XXV - ATTENDANCE RECORD 23

ARTICLE XXVI - RESIGNATION 23

ARTICLE XXVII - RULES AND REGULATIONS 23

ARTICLE XXVIII - PENSION PLANS 23

ARTICLE XXIX - CELL PHONE / STAND BY ASSIGNMENT 24

ARTICLE XXX - ALTERNATIVE WORK SCHEDULES 24

ARTICLE XXXI - EMPLOYEE DENTAL 24

ARTICLE XXXII - VISION PLAN 24

ARTICLE XXXIII - PERFORMANCE REVIEWS 25

ARTICLE XXXIV- CONDITIONS AND DURATION OF MEMORANDUM 26

ARTICLE XXXV - STEP / MERIT INCREASES 27

ARTICLE XXXVI - WAGE PROVISIONS 27

INDEX 28

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August 16, 2010 – June 30, 2013

This Memorandum of Understanding is entered into between the Metropolitan St. Louis Sewer District (hereinafter referred to as the "District") and

United Wastewater Workers Association, a Division Of
Service Employees International Union, Local 1

(Hereinafter referred to as the "Union")

It is the intent and purpose of this Memorandum of Understanding to promote harmonious relations between the parties hereto, as well as the establishment of a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment.

ARTICLE I – RECOGNITION

Pursuant to and in accordance with the provisions of §.105.500-105.530, Revised Statutes of Missouri, and with long established custom and practice, the District recognizes the following Union as the exclusive bargaining representatives for all eligible employees of the District in existing classifications in the bargaining unit hereinafter described.

United Wastewaters Association, a division of Service Employees International Union, Local 1

If new job classifications are established by the Human Resources Department and utilized by the District, the Director of Human Resources shall notify the Union. At the request of either party, the parties shall meet and confer to determine whether the classifications are to be included or excluded from the bargaining unit. If the parties are unable to agree as to whether the job classifications should be included or excluded from the bargaining unit, the matter shall be decided by the State Board of Mediation.

ARTICLE II - DUES CHECK OFF

Employees of the District in the appropriate bargaining unit aforesaid may authorize payroll deductions for the purpose of paying union dues.

The procedure, which shall be followed by such employees in authorizing deduction of union dues, shall be for each such employee to execute a written request using an authorized form. Payroll deduction may be revocable by the employee during the month of June of each year.

Union dues will be revoked upon written notification by the employee under the following conditions:

1. Transfer from one bargaining unit to another;
2. Transfer out of a bargaining unit;
3. Transfer to the Management /Professional Schedule.

In the event the union dues are increased, the Union shall notify the District by letter certified by the Chief Executive Officer or its designee stating the amount of the dues. The dues shall be deducted each pay period in an amount certified by the Union, and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Union within a reasonable time after deductions are made. The Union will indemnify, defend and hold the District harmless against any claims made and any suits instituted against the District on account of payroll deduction of union dues. The Union agrees to promptly refund to the District any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of appropriate union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period and the wages are not sufficient to cover the full withholding, no deduction of union dues shall be made.

ARTICLE III - MANAGEMENT RIGHTS

The Union recognizes that it is the responsibility of the management of the District to determine the mission, budget, organization, assignment of personnel, training of personnel, and technology of performing work.

The right to make rules and regulations is an acknowledged function of the employer and it shall remain the obligation of the management of the District in accordance with applicable laws and regulations –

1. To appoint, evaluate, promote, transfer, layoff, assign and retain employees in positions within the District, however, the District will consider the Union's recommendation relating to promotions;
2. To suspend, demote, discharge or take other disciplinary actions against employees for legitimate reasons;
3. To maintain efficiency of the operations entrusted to the District;
4. To determine the methods, means, scheduling of work and personnel by which operations are to be conducted;
5. To take whatever actions may be necessary to carry out the public responsibilities of the District.

All rights, prerogatives, and authorities, which have not been specifically abridged, deleted, or modified by this agreement, are recognized by the Union as being retained by the District.

ARTICLE IV - UNION ACTIVITIES

The District agrees to recognize the Chief Executive Officer of the Union or his designee and a reasonable number of shop stewards of the Union duly elected and appointed under the Union's Constitution and Bylaws. The Stewards shall be employees of the bargaining unit and the department that they represent and the Union shall supply the District in writing and shall maintain with the District in writing on a current basis a complete list of its business agents assigned to the appropriate units and authorized shop stewards. One steward shall be designated as the Chief Shop Steward for the appropriate bargaining unit, if deemed necessary by the Union. There shall be one designated shop steward with an alternate per bargaining unit for each separate facility.

A steward shall be granted permission by his immediate supervisor to handle another employee's grievance as defined in Article V if the employee is in the steward's designated work location and within the steward's bargaining unit. The supervisor will designate a reasonable amount of time, preferably at the end of the workday, to handle such grievances.

If there is not a steward in an employee's designated work location and within the steward's bargaining unit, a steward from another location and within the employee's bargaining unit can represent such employee by arranging a time agreeable to both work locations for the meeting.

Accredited representatives of Unions, with prior approval, shall have reasonable access to the premises of the District for a reasonable period of time to consult with appropriate District officials and Shop Stewards; or with aggrieved employees concerning grievances. Union stewards shall be allowed during the steward's off time to post official Union notices on appropriate bulletin boards. Only Union Shop Stewards shall be allowed to post official Union Notices on appropriate Union Bulletin Boards.

With a five (5) day notice, the District will allow shop stewards up to sixteen (16) hours per year of time-off with pay to attend Steward training.

The District shall provide time during the Department's orientation process or during the new employee's first week of employment for a union representative to speak to new employees regarding membership. On a semi-annual basis, the District will allow the Chief Shop Steward to speak with employees in the represented classifications following two of the Joint Labor Management Meetings.

ARTICLE V - PROCEDURE FOR HANDLING EMPLOYEE COMPLAINTS

The District will maintain monthly Union Management meetings to discuss in good faith issues that impact their membership. These meetings give the union an opportunity to weigh in on matters that affect their membership's employment. It is the goal of the District and the Unions to use this forum to minimize employee complaints.

Step 1. All job assignment disputes within a classification shall be resolved through the recognized Union Business Agent and the Department Director, within ten (10) calendar days after the incident or occurrence or an employee's knowledge of the incident or occurrence unless the District knowingly prevents employee from discovering the incident.

If the employee is not satisfied with the decision made, the employee may file a Step 2 grievance in writing.

The following shall be considered non-grievable:

1. All job assignments normally performed within a classification, which are in dispute, shall be resolved through the recognized Union Business Agent and the Department Manager.

2. All items clearly stated in the Memorandum of Understanding unless specifically violated.
3. All items clearly stated in the Civil Service Rules and Regulations unless specifically violated.

Only a Manager or Director may determine that a grievance is non-grievable, but must do so in writing explaining the MOU issue or Civil Service Rules that applies:

1. The employee's overall rating is either "Needs Improvement" or "Unsatisfactory Performance".
2. Any individual category in the employee's performance review is unsatisfactory.

If an employee receives either an "Unsatisfactory Performance" or "Needs Improvement" rating, he/she shall be given a detailed explanation on the performance review form why the employee was unsatisfactory, what areas need improvement, and what steps need to be taken to improve his work performance. It is understood that a supervisor has the responsibility to coach throughout the year, on issues that lead to "Unsatisfactory Performance" or "Needs Improvement."

Employees will be allowed, within five (5) workdays of the supervisor's review, to submit written comments for attachment to his/her performance appraisal.

Step 2. Within ten (10) calendar days after receiving the Supervisor's decision, the employee may submit a written grievance to the Division Manager, explaining in detail why the reply in the previous step was unsatisfactory. The grievance should include the following information:

- a. Employee name, classification title, department;
- b. Immediate Supervisor's name, date complaint was discussed with immediate supervisor, date of reply from immediate supervisor;
- c. Statement of Grievance: Date, approximate time and location of occurrence causing grievance, explanation of what occurred and who was involved;
- d. Remedy sought;
- e. Employee signature, date submitted to Division Supervisor;
- f. Name of employee representative if one is designated by the employee.

The Division Manager may resolve the grievance by administrative action, or a meeting may be held with the employee, the designated employee representative, and the Division Supervisor. His decision will be submitted to the employee in writing within ten (10) calendar days following receipt of the grievance.

Step 3. Within fourteen (14) calendar days after receiving the manager's decision, the employee may submit the grievance to his Department Director, explaining why the grievance was not resolved in Step 2. The Department Director will be allowed fourteen (14) calendar days to resolve grievance. A meeting with the employee and any desired

employee representative is required in this process unless the grievance will be resolved in the employee's favor. If the Union Business Agent has not been involved in the Step 3 meeting, the matter will be discussed with the Union Business Agent before a decision is reached.

The Department Director shall render a decision in the matter and notify all parties in writing within the time frames listed above.

Step 4: Except as provided otherwise hereinabove, all matters subject to the grievance procedure that have not been resolved in the prior steps may be submitted by the Union, upon timely request, to Binding Arbitration as follows:

1. The Voluntary Arbitration Board shall consist of three (3) members. One (1) member shall represent and be appointed by the Union. One (1) member shall represent and be appointed by the District. The third neutral member shall be selected by the other two (2) members. The Union and the District shall select their respective Board members within ten (10) calendar days after receiving timely written notice by the Union of its desire to arbitrate. If the parties/Board members are unable to agree upon the third member of the Board within ten (10) calendar days, The Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, Washington, DC from which to select the neutral member. Arbitrators shall be limited to persons having an office within Eastern Missouri, Southern or Central Illinois. Within seven (7) calendar days after receiving the list, the parties' panel members shall alternately strike names from the list provided until there remains a single person who will be deemed acceptable by both parties, provided that either party may reject one (1) arbitration panel submitted, with a maximum of three (3) panels to be provided.

2. The arbitrator selected must agree to hold a hearing on the grievance within thirty (30) calendar days after being notified of his appointment, or another arbitrator from the arbitration panel list who is available within thirty (30) calendar days shall be appointed instead, said Arbitrator to be determined in reverse order from the order in which their names were stricken from the panel.

3. The District and the Union will alternate as to the order in which they strike names from the panels provided for a grievance, i.e. the party that strikes first from one arbitration list shall strike second from the next panel submitted. The parties shall similarly alternate as to the first strike in each new grievance submitted to arbitration.

4. The arbitrator may accept for arbitration and render a decision on only such subject matters as are subject to the grievance procedure under this Agreement. The arbitrator shall have no power to add to, subtract from, or to modify any terms of this Agreement, any civil service rule or regulation, or any ordinance or policy of the District.

5. Either party may submit a memorandum to the arbitrator at the hearing. Post-hearing briefs shall be permitted only if requested by the arbitrator. The rules of evidence shall not strictly apply and hearings shall be conducted informally in accordance with the practices and procedures customarily followed in labor arbitration to the extent applicable. There shall be no official transcript, of the proceedings except by mutual agreement, but either party may tape record the proceedings or have a court reporter present at its own expense.

6. The neutral arbitrator shall serve as chair of the Arbitration Board. The neutral arbitrator shall submit his proposed decision to the other two panel members within twenty (20) calendar days from the close of the hearing. They shall have ten (10) calendar days to indicate their agreement or submit proposed changes to the decision. The arbitrator shall issue his/her final decision within ten (10) calendar days thereafter.

7. The Arbitration Board's final decision shall be submitted to the Department Director; the decision shall be final and binding in that grievance.

8. The arbitrator's fees and expenses shall be paid by the losing party in the arbitration proceeding. If the arbitrator sustains a grievance in part, he/she shall determine the appropriate allocation of said fees and expenses.

9. Grievance meetings and arbitration proceedings will normally be held between the hours of 7:00 a.m. and 6:00 p.m. However, if circumstances require, the District or the arbitrator may schedule meetings and arbitration proceedings at other times.

Unless the District determines that an employee's absence will unreasonably interfere with the work at MSD or the schedule of that work, employees may attend meetings and hearings pertaining to labor-management issues (including grievances) during scheduled work hours. While attending such meetings, employees will be paid at the same rate they would have been paid if they had been performing job duties. Provided, however, that employees will not be paid for attending such meetings when attendance occurs outside the employee's scheduled work hours.

10. As an alternative method of selecting arbitrators, the parties may request the Federal Mediation and Conciliation Service to provide them with fifteen (15) panels of seven (7) names each. The parties shall select one (1) name from each panel to comprise a list of fifteen (15) arbitrators who shall be divided by lot into three (3) panels of five (5) arbitrators each. Each panel will be assigned in turn to the next grievance proceeding to arbitration and the parties shall alternately strike names from that panel to determine the neutral member. After all three (3) panels have been utilized, their names shall be reshuffled into three (3) new panels of five (5) names each, and the process of selecting arbitrators for a specific grievance shall be repeated thereafter. The fifteen (15) arbitrators selected for these panels shall serve for the terms of this Agreement. They shall be notified of their selection and agree to serve before being placed on a panel. Any vacancy shall be filled from a list of fifteen (15) arbitrators submitted by the Federal Mediation and Conciliation Service for that purpose.

A grievance shall be considered settled at the completion of any step in the procedure if it is not processed by the employee to the next step within the prescribed time limit. However, in the event of the unavailability of an individual during the processing of a grievance, the time limits provided in Steps 2 and 3 may be extended by mutual agreement between the District, the employee and/or employee representative.

In the event District management fails to process a grievance to the next step within the prescribed time limits, the grievance shall be automatically moved to the next step of the grievance procedure. Step 3 of the grievance procedure will be followed.

The filing of a grievance, or the intention to file, does not relieve an employee in any way of his responsibility to perform any and all of his assigned duties promptly and completely.

Nothing in this procedure shall be construed to replace the rights of employees to Appeals as provided in the Civil Service Rules and Regulations, Rule 15.

An employee shall have the right to be represented by his designated Union representative at all steps of the grievance procedure.

ARTICLE VI - PROGRESSIVE DISCIPLINE

Discipline within the District shall be for just cause for violation of various rules and regulations and shall be progressive in nature.

An employee representative will not be required during informal discussions and counseling between an employee and his immediate supervisor provided no progressive discipline results from said discussion and/or counseling sessions or unless another supervisor or management member is brought into the discussion.

The standardized progressive discipline procedure requires:

1. Oral Reprimand (will only count for six (6) months in the progression);
2. Written Reprimand (will only count for one (1) year in the progression);
3. Three (3) Day Suspension (will only count for one (1) year in the progression);
4. Ten (10) Day Suspension (will only count for two (2) years in the progression);
5. Dismissal.

This will apply for all violations except for those serious enough to warrant immediate suspensions or dismissal. An example of such actions could be:

1. Fighting, except in self-defense;
2. Insubordination;
3. Theft or attempted theft;
4. Falsification of District records or falsification of material fact in application for employment or examination;
5. Bringing weapons onto District property;
6. Drinking alcoholic beverages on duty;
7. Having alcohol or drugs in one's system in violation of the District's Substance Abuse Policy.

Appeals From Adverse Actions

A regular employee in the classified service who shall be discharged, demoted, or suspended without pay shall be presented with written reasons for such discharge, reduction, or suspension within five (5) days thereafter. The employee may appeal in writing to the Civil Service Commission within fifteen (15) days of such action. If the Commission finds that the employee was discharged, demoted, or suspended without just cause or because of his race, creed, or color, or because of his political, religious, or Union opinions or affiliations, except affiliations with any group or organization which seeks or advocates the overthrow of the government of the United States by force or violence, such employee shall be reinstated in his/her former position or a position of like status and pay and shall be reimbursed for any loss of pay.

ARTICLE VII - SENIORITY

Seniority for regular employees of the District shall be credited from the last date of entering service with the District; however, if two employees have the same seniority, then the employee with the earliest application shall be considered the senior employee. Regular employee is defined as: "An employee who has been appointed to a position in the classified service in accordance with Civil Service Rules and has successfully completed his/her original appointment probationary period." Seniority means continuous service with the District reduced by layoffs, special leaves and any leave greater than 28 days. Regular employees who leave the District and who are reinstated to their former class within two years shall be credited with the amount of continuous service they had when they left the District for purposes of computing seniority, sick leave, and vacation accrual. A seniority list of employees will be made available to the Union.

ARTICLE VIII - APPLICATION OF SENIORITY

The District will give strong consideration to the seniority of regular employees in the following instances:

- I. Employees with greater continuous service shall have first choice for selection to vacation time within their classification and department work location. However, if a vacation schedule has been established, the senior employee may not displace a less senior employee who had already been granted the vacation time. If an employee is reassigned or promoted to another location, who had already been granted vacation time, his/her name will be placed on the vacation schedule of the new location for that same time period.
- II. In general, the District retains the right to reassign employees in the best interest of the District. However, if a particular reassignment falls within the types of reassignments described below, the District will follow these procedures:

A. District Initiated Reassignments (For Operations Department Only)

1. If one employee volunteers for such reassignment, he/she will be reassigned.
2. If more than one (1) employee volunteers, the District will reassign on the basis of highest seniority.
3. If no employee volunteers, the District will reassign on the basis of lowest seniority.
4. In special circumstances, the Appointing Authority can override a reassignment. Before taking such action, a conversation must take place between the Appointing Authority and the Business Agent.

B. Employee Initiated Reassignments

After the District has posted a notice to develop an eligibility list, the District will apply the following rules when these conditions exist for employees:

1. Within the same job title,
2. When a reassignment was requested to the location within the prior twelve (12) month period but prior to the issuance of the Certification for a current vacancy, and
3. When an overall rating of "Proficient" on their last performance review was achieved, then:
 - a. If one employee volunteers for such reassignment, he/she will be reassigned.
 - b. If more than one (1) employee volunteers for such reassignment, the District will reassign on the basis of highest seniority.
 - c. If no employee volunteers, the District will reassign on the basis of lowest seniority.
 - d. In special circumstances, the Appointing Authority can override a reassignment. Before taking such action, a conversation must take place between the Appointing Authority and the Business Agent.

The provisions of Subparagraph (a) above apply to reassignments of more than six (6) months duration in which the employee moves from one location to another location within the same department.

- III. In the event of promotions (to positions represented by the Union) where all factors are substantially equal, seniority will prevail.

For promotional interviews (to positions represented by the Union), the panel shall consist of at least one Department of Human Resources representative and one Union appointed supervisor.

- IV. Whenever possible and in the best interest of the District, overtime shall be distributed equally among those employees in the department, or other organizational unit, qualified to perform work

required. Where overtime hours are equal within the appropriate group, seniority will be the tiebreaker in selecting the employee to work.

ARTICLE IX - HOLIDAYS

The District shall observe the following paid holidays:

New Year's Day	January 1 st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	As designated
Thanksgiving Day	As designated
Thanksgiving Friday	As designated
Christmas Day	December 25 th
Special Holidays	Other days designated by the Executive Director and approved by the Board of Trustees.

In addition, employees who have completed their original probationary periods are entitled to two (2) paid Personal Holidays, which must be scheduled and approved in advance. Employees working rotating shifts must submit such request at least seven (7) days in advance of the date requested in order to allow adequate time for scheduling of work.

Holidays which fall on Sunday shall be observed on the following Monday, and those which fall on Saturday shall be observed on the preceding Friday. Holidays shall be considered as time worked for the purpose of computing overtime.

In order to receive pay for a holiday, the employee must be in an authorized pay status on both scheduled workdays immediately preceding and following the holiday observance.

Employees who are required to work holidays shall receive holiday pay, and in addition, shall be paid one and one-half times their regular rates of pay for the time worked.

ARTICLE X - VACATION

Accruing of Vacation

An employee is eligible for vacation leave after successful completion of his/her initial probationary period. Regular full-time employees in the classified service shall accrue vacation in accordance with the following chart:

<u>Length of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accumulation at End of Payroll Year</u>
□ Less Than 5 Years	10 Days	30 Days
□ 5 Less Than 10 Years	15 Days	35 Days
□ 10 Less Than 20 Years	20 Days	40 Days
□ 20 Or More Years	25 Days	45 Days

Vacation schedules shall be established by the directors.

Granting of Vacation Leave

1. Vacation leave must be scheduled and approved in advance.
2. Employees must submit vacation leave requests no later than the close of the employee's workday immediately preceding the vacation period provided; however, employees eligible for shift differential must submit vacation leave requests at least four (4) calendar days in advance of the starting date of the vacation period. However, shift employees may be granted a personal emergency vacation day, if requested before the start of the shift, and in such cases every attempt should be made to request the emergency vacation day as early as possible
3. Vacation leave shall be granted in increments of half workdays, full workdays or hourly increments. The directors or designees may grant requests for hourly increment vacation leave. Such requests are contingent upon operational and scheduling needs, and if a department, division, office or any other organizational unit is adversely affected by the excessive use of such hourly increment vacation leave, request for vacation leave of less than one-half (1/2) workday may be denied. In order that hourly increment vacation leave is not used to avoid tardiness, an employee must be present at work to request hourly increment vacation leave. Said request must be made in person to the proper authority. Employees cannot call from a remote location to request hourly increment vacation leave at the beginning of a workday.

After the initial one-hour increment, vacations can be taken in 0.1-hour increments.

4. The directors or designees may grant Emergency Vacation not to exceed three (3) workdays (or four (4) workdays for employees who are eligible for shift

differential) in any calendar year when an employee submits a request for vacation upon based upon a substantial emergency such as:

- a. An approved illness for which the employee has no accrued sick leave.
- b. Snow or ice conditions which prevent an employee from reporting for work.
- c. Any other conditions beyond the employee's control which may constitute an emergency.

ARTICLE XI - SICK LEAVE

Purpose

The purpose of this policy is to provide uniform procedures for the administration of paid sick leave provided under Civil Service Rules and Regulations.

Eligibility

All classified employees occupying regular full-time positions in the District service shall, upon completion of three (3) months service, accrue sick leave to provide compensation for absences due to bona fide illness. Sick Leave Accrual

Rate of Accrual

Upon completion of three months of service, covered employees shall accrue sick leave based upon completed months of continuous District service.

The sick leave accrual is as follows:

<u>District Service</u>	<u>Accrual Rate</u>
Up to 5 years	10 days per year
5 to 20 years	11 days per year
20 years or longer	12 days per year

Responsibilities

A. Department Head Responsibilities

Paid sick leave is a privilege and is to be granted only when and to the extent necessary. Department Heads are responsible for maintaining accurate attendance records and establishing internal controls necessary to implement this policy and to prevent abuse of the sick leave privilege.

B. Employee Responsibilities

Employees are responsible for providing timely notifications of absence and for furnishing requested documentation of the need to utilize sick leave.

Administration

Payment of sick leave will be made for absences due to medical or dental needs of the employee or a member of the employee's family, as defined in the "Illness in Family" section of this article.

1. To qualify for paid sick leave, the employee must notify the supervisor as soon as possible as the employee is aware of a pending absence. If advanced notice cannot be given, the employee must notify the supervisor before the regular scheduled starting time of the normal workday. During this conversation, the employee must tell the supervisor of the approximate duration of the absence.
2. An employee who leaves work during the day due to illness may have this time charged to sick leave, if there is compliance with other sections of the policy.
3. For medical or dental appointments during a normal workday with notice at least the day before, the employee may use up to four (4) hours of sick leave.
4. Sick leave for individual days or for three (3) consecutive days or less will not require verification from a licensed physician or medical provider, unless the employee has demonstrated a pattern of excessive usage.
5. Sick leave for time in excess of three (3) consecutive days requires a written verification of disability from a licensed physician or medical provider. This verification of disability must be presented to the employee's supervisor upon return to work.
6. Upon request, if an employee fails to provide complete and accurate verification of the sick leave, then sick leave payment may be denied.
7. No sick leave payments will be made if the employee is incapacitated as a result of working for another employer.

Illness in Family

The appointing authority may grant sick leave to an employee for the purpose of caring for a relative who resides in the employee's household if such care is necessary and if no reasonable alternative care is available. Administrative Rules Numbers Four (4) and Five (5) stated above will apply to illness in Family.

For a long-term serious FMLA certified illness with duration of greater than fourteen (14) consecutive days, and if all but one (1) week of vacation time is exhausted, the employee may use accrued sick leave to care for a relative who resides in the employee's household. Use of sick leave is limited to 30 days in duration. No sick leave payments will be made for leave that is approved under the Family and Medical Leave Act for a relative residing in the employee's household except as provided for in this section.

Control of Sick Leave

Reasonable control measures are necessary to prevent abuse of sick leave privilege and to insure equality of treatment for all employees.

Sick leave utilization will be audited. An employee will be subject to discipline for excessive use if the employee has an established pattern of use. Employees using five (5) days or more will receive counseling on the sixth (6th) occurrence. On the seventh (7th) occurrence progressive discipline will begin starting with an Oral Reprimand.

Good Attendance

As an award for good attendance, employees who are absent three (3) days or less each payroll year shall receive a floating holiday the following year. Absences for jury duty with pay, funeral leave with pay, vacation with pay, family medical leave (whether or not substituted with other leave), military leave with pay, and paid holidays are not to be included in computing the above three days. However, time charged to Workers' Compensation or job injury is considered absenteeism in computing eligibility for the floating holiday.

In calculating small amounts of sick leave or tardiness without pay, such absences should be disregarded so long as the accumulated amount for the year does not exceed two hours over the three days.

Employees hired during the payroll year will be eligible for the floating holiday on the following basis:

	<u>Maximum Days Absent</u>
Employees hired on first day of payroll year	3
Employees hired second day through March 31	2
Employees hired April 1 through August 31	1
Employees hired after August 31	Ineligible

Perfect Attendance

Employees shall be eligible to receive an additional floating holiday the following year for perfect attendance. Absences for jury duty with pay, funeral leave with pay, vacation with pay, military leave with pay, and paid holidays are not to be included in computing the additional floating holiday.

To be eligible the employee must be on the payroll for the preceding full payroll year. (Note: payroll year begins with the first full pay period for the first paycheck in the new calendar year.)

ARTICLE XII - OTHER PAID LEAVE

Leave Due to Death

When a death occurs within an employee's immediate family, he/she may request paid leave in accordance with this paragraph. Upon approval of his/her appointing authority, an employee may receive such leave which shall not exceed four (4) workdays (a maximum of thirty-two [32] hours) within the fourteen (14) day period commencing with the day of death.

Under the Civil Service Rules and Regulations, Section 1 Definitions, "Immediate Family" is defined as:

IMMEDIATE FAMILY -- An employee's spouse, children, stepchildren, grandchildren, parents, stepparents, father-in-law, mother-in-law, sister, stepsister, brother, stepbrother, grandparents, and other relatives residing within the employee's household.

Leave for Voting

On any day in which a public election is held, employees who are registered to vote at such election shall be granted time off from work with pay for the purpose of voting as follows:

1. Employees shall be allowed to report for duty three (3) hours after the opening of the polls; or
2. Employees shall be allowed to leave duty three (3) hours before closing of the polls; or
3. For scheduling purposes, employees may be allowed to be absent from duty during working hours for a specified period of time, not to exceed three (3) hours, if approved by the Department Director or authorized representative.

Time off for voting must be requested prior to the day of election.

Jury Leave/Witness Pay

All regular employees shall be allowed leave with pay for absence required for jury duty. The employee is required to notify his supervisor immediately upon receiving notification for jury duty, and to submit proof of attendance to be entitled to jury leave pay.

In the event an employee who is not a party to the litigation is subpoenaed to appear in a court of record as a witness, such employee shall be allowed leave with pay for the time he is required to attend court (the employee is required to submit proof of attendance to be entitled to witness pay).

ARTICLE XIII - OVERTIME

Whenever possible and in the best interest of the District, overtime shall be distributed equally among those employees in the department, or other organizational unit, qualified to perform work required. Where overtime hours are equal within the appropriate group, seniority will be the tiebreaker in selecting the employee to work.

The District will accept suggested changes to procedures from the Union and/or employees at each location for the formulation of equal distribution of overtime in accordance with Civil Service Rules. Final decision on overtime procedures will remain with District management. There shall be no monetary remedy to an employee because of improper overtime selection unless such violations are both intentional and repeated. Furthermore, no monetary remedy shall exceed the amount the employee would have received if overtime had been properly distributed.

The scheduling of overtime work may be required to meet specific work demands. Employees assigned to positions in salary Schedule A (Clerical and Administrative) or salary Schedule B (Labor and Trades) are eligible for overtime pay. Authorized work performed by such employees in excess of forty (40) hours per week or unless provided otherwise in an approved revised work schedule, eight (8) hour per day is paid at one and one-half times the employee's regular rate of pay.

For purposes of determining overtime hours worked, the employee's regularly scheduled starting time will constitute the beginning of the 24-hour work day, and all work performed in excess of eight hours within the 24-hour period will be considered overtime hours worked. However, the start of the workday may be changed under certain circumstances when agreed to by the employee and his supervisor. Within any 24-hour period, if an employee receives overtime for working a scheduled shift, a non-scheduled shift or a holiday, the employee will only be compensated at the regular rate of pay upon working his/her regular shift. For the purpose of administering this provision only, an employee's starting time on his/her days off will remain the same as the last scheduled day, and shall remain fixed until the employee begins a new schedule (See Page 32 on Shift Differential).

Paid vacation hours, funeral leave, approved sick leave hours, excused excessive overtime hours and workers' compensation hours are considered time worked in determining an employee's eligibility for overtime pay.

When a holiday falls on an employee's regularly scheduled work day and the employee is eligible for holiday pay, those holiday hours paid are credited toward the weekly total in determining eligibility for overtime pay for that week.

On the other hand, if an employee is required to work on a holiday, the employee will receive eight (8) hours holiday pay, and be paid time and one-half for the actual hours worked. The holiday hours paid are credited toward the weekly total in determining eligibility for overtime pay for that week.

Employees who are regularly scheduled to work Easter Sunday will be paid double time for the actual hours worked.

Whenever possible, overtime shall be distributed equally among those employees in the department or other organization unit qualified to perform work required. It is understood that in the case where employees are working on a job that continues into overtime, that continuity of the work will take priority over equal distribution.

While performing a job and having obtained twelve (12) working hours, this current assignment should be completed; and then a Standby Crew should be called.

Employees will be allowed to decline overtime in excess of twelve (12) hours except in the case of an emergency. For those employees willing to work, they will be allowed to work up to sixteen (16) hours at the standard overtime rate.

ARTICLE XIV - TEMPORARY LIGHT DUTY

If an employee is injured on the job and the impairment does not arise to the level of a disability, and because of such impairment the employee is not able to perform his/her regular duties in accordance with the District's job injury procedure, such employee will be assigned to light duty at no loss of pay so long as work remain available.

ARTICLE XV - DISABILITY

An employee may be separated from the District service for disability when he/she cannot perform the essential job functions with reasonable accommodation or when the accommodation would impose an undue hardship on the operation of the business of the District.

ARTICLE XVI - JOB ASSIGNMENT

Employees will not be assigned to positions unless they meet the minimum qualifications of the positions. This does not apply to employees who are in District Training Programs, or who are receiving departmental cross training.

ARTICLE XVII - MEDICAL PLAN

The District will provide hospitalization and medical insurance for all employees. The District will contribute toward the cost of coverage as outlined in the following:

- A) As long as the medical costs for Employee-Only coverage remains below the threshold, the District will continue to pay 100%. The threshold is set at \$434.04 under the terms of the last MOU. When the cost of the Employee-Only coverage exceeds the threshold, the employees will pay the amount of the increase above the threshold up to 10% of that year's premium amount.
- B) District pays 75% of cost for dependent coverage.
- C) Retirees that qualify for Rule of 75 or age 62-65 may elect Employee-Only coverage at the active Employee-Only co-payment as described in "A"

above. Retirees may purchase dependent coverage at the rate of the cost of the monthly premium.

See Pension Plan Summary of Benefits Supplement for medical insurance benefits for all retired employees.

The hospitalization and medical insurance will be contracted by the District after conferring with the Unions on the benefits and costs for such programs. Before presenting periodic modifications to the plan to a subcommittee of the Board, the District will notify the Unions a minimum of three weeks before to discuss these plan modifications.

ARTICLE XVIII - WORKERS' COMPENSATION

Employees are entitled to benefits as provided by the Workers' Compensation Law of the State of Missouri.

If an employee is injured on the job, and because of such injury is unable to perform his/her regular duties in accordance with the District's job injury procedure, the employee is entitled to benefits as provided by the Workers' Compensation Law of the State of Missouri.

Employees may elect to use either accumulated sick leave or vacation if available to supplement Workers' Compensation pay, in order to receive full pay during the injury period.

If an employee elects to use his/her sick leave or vacation as a supplement, he/she will be charged only the pro-rated number of hours needed. Supplemental sick leave and vacation hours are taxable.

If the injury exceeds fourteen (14) days as prescribed by current law, the employee will be paid for the first three (3) days of the job injury at the Workers' Compensation rate. If an employee has elected to use either sick leave or vacation leave for these first three (3) days, no adjustment or reinstatement of the time will be made.

ARTICLE XIX - PROBATIONARY PERIOD FOLLOWING DEMOTION OR TRANSFER

The transfer or demotion of an employee may require a probationary period; however, such probationary period will not affect his status as a Civil Service employee of the District.

ARTICLE XX - PERSONNEL RECORDS

The Director of Human Resources shall maintain a master personnel file on each employee. If the employee wishes to review the contents of his/her file, he/she can make arrangements to do so by appointment on his/her own time. An appointment form can be obtained from the Human Resources Department.

ARTICLE XXI - FAILURE TO REPORT TO WORK FOR THREE DAYS

Any employee, who fails to report to work for three (3) or more consecutive days without notice, unless he has good cause or reason for failing to provide such notice, will be considered as having quit or resigned.

ARTICLE XXII - SAFETY COMMITTEE

Safety committees will be established composed of representatives from the appropriate bargaining units and management.

ARTICLE XXIII - SAFETY

The District will issue a new Safety Manual in fiscal year 2011. The District will provide safety training on a bi-monthly schedule or as deemed necessary.

First Aid and CPR Training will be provided annually, at District expense, to approximately one-fourth of the District's work force.

Employees should bring all hazardous working conditions to the attention of the employees' supervisor. If the supervisor needs a second opinion on a particular situation, the supervisor will contact the District's Safety Division.

The District proposes to place and maintain emergency oxygen units at District manned facilities and in crew vehicles with two or more employees.

First Aid and CPR Training will be expanded to cover Hazardous Material Training.

ARTICLE XXIV - SAFETY EQUIPMENT

To improve safety and reduce accidents, the District will contribute towards the purchase of authorized (ANSI approved) safety equipment for employees designated by the District's Risk Management Division:

Maximum Paid by MSD per Year

July 2010 – June 2011	\$200
July 2011 – June 2012	\$200
July 2012 – June 2013	\$200

Safety equipment must be purchased from authorized vendors. With the purchase of safety shoes, other items as defined by the District may be purchased to spend the yearly amount as long as there is only one receipt submitted for the sale.

It is mandatory that safety shoes be worn in conformance with the District's Footwear Safety Policy.

Safety glasses may also be purchased from this allowance.

ARTICLE XXV - ATTENDANCE RECORD

An employee may view his/her attendance record through the Employee Self-Service feature of the Oracle software programs.

ARTICLE XXVI - RESIGNATION

In order to resign in good standing, an employee must give the appointing authority at least fourteen (14) calendar days prior notice; however, the notice may be waived by the appointing authority due to extenuating circumstances.

ARTICLE XXVII - RULES AND REGULATIONS

The District will furnish to each shop steward a copy of the current Civil Service Rules and Regulations. In addition, official policy statements, which affect working conditions of the represented groups, will be furnished as they are published. Except in emergencies, the District will confer with the appropriate Union in a good faith effort to reach an understanding to effectuate any change or modification in Regulations or policies. In addition, all employees may view such documents on the District's intranet.

ARTICLE XXVIII - PENSION PLANS

An employee of the District hired prior to January 1, 2011 becomes a member of the defined benefit pension plan who works at least 1,000 hours per year and is in the classified service according to Civil Service Rules (or who is in the unclassified service).

An employee of the District hired after December 31, 2010, or an employee with less than ten (10) years of service as of this date who voluntarily elects to participate by filing a timely election notice, becomes a member of the defined contribution retirement plan. This plan consists of an annual District Basic Contribution of 7% of covered wages and a District Matching Contribution of 50% on an employee's Voluntary Savings Contribution of the first four (4) percent placed into the Plan.

Please refer to the District ordinances for specific plan provisions.

The Board of Trustees of the District will review the pension plans annually in the fourth quarter of each calendar year. The purpose of the annual review shall be to determine if an adjustment in such post retirement benefit increases is appropriate taking into consideration all of the relevant facts and circumstances applicable to the pension plans and to the District.

ARTICLE XXIX - CELL PHONE / STAND BY ASSIGNMENT

The District will enter into a lease agreement with a phone service company to supply a cell phone to each employee assigned to a standby crew or work group within the District. The cell phones will be rotated from one standby crew to another in sequence to the established rotation schedule.

The employees who are assigned to standby duty are responsible for the assurance that the cell phone units are operative and properly functioning. Personnel on assigned standby duty shall be responsible for being available for call at a phone number designated by the employee in accordance with Civil Service Rules and Regulations.

Each member of an assigned standby crew or work group is responsible for obtaining and securing a cell phone from a member of the crew or work group that preceded them on assigned standby duty. This shall be done on the employee's time and shall not interfere with, or disturb, the daily operations of the employee's work schedule.

ARTICLE XXX - ALTERNATIVE WORK SCHEDULES

The District will continue to review alternative work schedules, which do not result in regular payment of overtime (including rotating shifts, straight shifts or swing shifts) for shift workers.

ARTICLE XXXI - EMPLOYEE DENTAL

The District will contribute \$10.00 per month toward the cost of employee dental insurance for the duration of this MOU.

ARTICLE XXXII - VISION PLAN

The District will contribute \$100.00 per fiscal year (July 1 through June 30) toward the cost of employee prescription eyewear for the duration of this MOU. Employees may use \$100.00 annually or may carry over unused dollars for a maximum of three years or a maximum of \$300.

This benefit may be used towards the payment of Lasik eye surgery or comparable medical eye surgery.

The District will provide prescription safety glasses on a bi-annual schedule to employees working in positions that require safety glasses.

ARTICLE XXXIII - PERFORMANCE REVIEWS

If an employee received either an "Unsatisfactory" or "Needs Improvement" rating, he/she shall be given a detailed explanation on the performance review form why the employee was unsatisfactory, what areas did not fully meet job expectations, and what steps need to be taken to improve his/her work performance. The District will provide the employee with a copy of the performance review at the time of the review. An employee who receives an overall rating of "Unsatisfactory" may meet with his/her Supervisor and/or Manager, and the Shop Steward and Business Agent, for the purpose of discussing the performance review.

Employees may submit written comments pertaining to the performance review that will be attached to this review.

Employees within the bargaining units with a "Proficient" or above performance rating, who are currently not at the top step, will receive a step increase at the time of their next scheduled wage increase date.

Incremental pay increases are not guaranteed. Pay increases are subject to changes in the Memorandum of Understanding. The District reserves the right to make changes to the pay plan and incremental pay increases as outlined in Civil Service Rules and Regulations and as directed by the Board of Trustees. Any such changes may affect when and how these increases are administered.

ARTICLE XXXIV- CONDITIONS AND DURATION OF MEMORANDUM

The Charter, Civil Service Rules and Regulations or Ordinances of the District will prevail in the event there is a conflict between this Memorandum and the laws and regulations of the District.

This Memorandum of Understanding shall remain in full force and effect commencing on the date of signing and ending on the 30th day of June 2013.

By _____
Jeffrey L. Theerman
Metropolitan St. Louis Sewer District

By _____
Michael Murphy
Service Employees International Union, Local 1

By _____
Nancy Cross, Vice President
Service Employees International Union, Local 1

ARTICLE XXXV - STEP / MERIT INCREASES

Employees within the bargaining units with a "Proficient" or above performance rating, who are currently not at the top step, will receive a step increase at the time of their next scheduled wage increase date in Fiscal Year 2012 (beginning July 1, 2011).

Incremental pay increases are not guaranteed. Pay increases are subject to changes in the Memorandum of Understanding. The District reserves the right to make changes to the pay plan and incremental pay increases as outlined in Civil Service Rules and Regulations and as directed by the Board of Trustees. Any such changes may affect when and how these increases are administered.

To address general and merit wage increases in years two and three, this agreement provides for the opening of the MOU in April 2011 to discuss whether or not the District can afford to grant a wage increase in either the second and/or the third years of this MOU.

ARTICLE XXXVI - WAGE PROVISIONS

Shift Premium Pay

An employee who is regularly assigned to work on a shift basis shall be paid as follows: (1) employees on the second shift shall receive premium pay at the rate equivalent to five (5) percent above the normal rate for time worked on the second shift; (2) employees on the third shift shall receive premium pay at the rate equivalent to ten (10) percent above the normal rate for time worked on the third shift.

Higher Skills Rate of Pay

An employee eligible for membership in SEIU, Local 1 regularly assigned to work on a shift basis who is temporarily assigned for a minimum of two (2) hours or longer to a vacancy in a higher-rated Schedule "B" classification shall receive, for the duration of such assignment, a higher-skills rate of one increment or the minimum rate of such higher class, whichever is greater.

Higher skills rates may, when approved by appointing authorities, be paid to other employees temporarily assigned to higher-rated Schedule "B" classifications in accordance with the applicable Civil Service Rules and Regulations.

Compliance with Civil Service Rules

Nothing in this ordinance shall be construed to authorize the increase of an employee's salary rate to a level higher than the range to which the employee's classification is assigned, or to conflict with the Civil Service Rules and Regulations, or to District Policies and Procedures.