



MEMORANDUM OF AGREEMENT

Between

THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

And

LiUNA!
Public Service Employees
LOCAL UNION 1290

2020-2023

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MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter called "Employer" or "UG") and the Laborers' International Union of North America (LiUNA!), Local Union 1290, (hereinafter called "Union") desire to provide better employee services to UG, a better understanding between UG and its employees, and better working conditions for the affected UG employees; and

WHEREAS, the qualifications, tenure, compensation and working conditions of public employment can now become a matter of agreement between UG and Union to the extent permitted under K.S.A. 75-4321, et seq.; and

WHEREAS, the parties hereto desire to standardize salaries, hours of work, working conditions, health and safety measures and procedures for the settlement of differences for certain UG employees in the Street Maintenance and Fleet Services Division, the Park Maintenance Division for the Parks and Recreation Department, the Transit Department and Sunflower Hills Golf Course, according to the following Memorandum.

ARTICLE 2 - RECOGNITION

Section 2.1: The Employer agrees to recognize the Union as the sole and exclusive bargaining representative for the hourly employees in the Street Maintenance and Fleet Services Division, the Park Maintenance Division for the Parks and Recreation Department, the Transit Department and Sunflower Hills Golf Course.

Section 2.2: Only part-time employees employed within the bargaining unit positions defined as “Part-time A or B employees” by the UG's Human Resource Guide, shall be recognized as having rights created by the terms and conditions of this Agreement. Part-time A or B employees shall only be entitled to those employment benefits and to the extent set forth for them in the definition section of the UG's Human Resource Guide. Part-time employees shall not establish seniority for any purposes set forth in this Agreement, unless and until they become full-time employees and then their seniority commences from that date of full-time employment.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1: It is the intention of the parties hereto that the UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon.

The exclusive rights of the UG shall include, but are not limited to, its right to determine the qualifications of its employees; to establish or continue policies, practices and procedures for the conduct of the UG and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by employees; to select, determine and schedule the number and type of employees required; to assign work to such employees in accordance with the requirements determined by the UG; to establish and change work schedules; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to subcontract work; to discipline, suspend or discharge employees for just cause; to maintain the efficiency of the governmental operation; to lay

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off employees; to take actions as may be necessary to carry out the mission of the UG in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to develop Standard Operating Procedures, Rules of Discipline and Rules and Regulations not in conflict with this Memorandum, to establish and maintain reasonable standards for wearing apparel and personal grooming and all other prerogatives and responsibilities normally inherent in management of the UG which are not in conflict with the specific provisions of this Memorandum.

All management rights, power, authority and functions other than those relinquished by the UG in this Memorandum shall remain vested exclusively in the UG.

Section 3.2: The number of employees to be employed is at the sole discretion of the Employer. The fact that certain job classifications, salaries and wage rates are established, does not mean that the Employer must employ persons for any or all such classifications, or to staff any particular piece of equipment or vehicle that happens to be on the work, unless, in the sole opinion of the Employer, there is a need for such employee.

ARTICLE 4 - ENTIRE MEMORANDUM OF AGREEMENT

Section 4.1: This Memorandum of Agreement supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between the UG and the members of the Union or the Union itself and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein, which are subject to UG Ordinances existing at the date of this Memorandum. Any conflicts which may exist between existing UG Ordinances and provisions of this Memorandum of Agreement shall be determined in favor of this Memorandum.

Any amendment or agreement supplemental hereto shall not be binding upon either party unless

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executed in writing by the parties hereto.

Section 4.2: The parties further acknowledge that during the negotiations which resulted in this Memorandum of Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Section 4.3: Therefore, the UG and the Union for the life of this Memorandum, each agree that the other shall not be obligated to negotiate collectively, but may, if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 5 - MILITARY LEAVE

Section 5.1: Any employee who voluntarily or involuntarily enters the Military service, including all Guard and Reserve units of the Armed Forces of the United States, may be placed on military leave of absence without pay.

Section 5.2: Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his military obligation in accordance with Federal law. Military obligation means required summer camps and meetings, and may or may not, in accordance with Federal law, include camps and training sessions attended voluntarily.

In either case, such employee shall comply with existing Federal law and regulation and shall

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comply with UG procedure in requesting such leave and upon his separation from the service he shall be entitled to such benefits accruing to him under existing Federal laws and regulations.

Section 5.3: Any employee on military leave shall report for duty with the UG within ninety (90) days of his separation from service on his initial tour of duty or the employee will be considered as having voluntarily resigned.

Section 5.4: An employee's paid leaves (e.g. sick leave, holiday, vacation, etc.) shall only accrue during military leave when required by law.

Section 5.5: Employees may request, and be allowed to use, any accrued vacation time for military service, provided, that the employee has requested and received permission from the Division Head.

ARTICLE 6 - UNION STEWARDS

Section 6.1: The Union shall appoint a Chief Steward, and stewards within Parks, Transit, Streets and Fleets to enable the timely processing of grievances. All Stewards shall be subject to the same terms and conditions of employment as any other employee, and they shall not be discriminated against by reason of the fact that they are serving as Stewards.

Section 6.2: Stewards shall be working employees who shall, in addition to their regular work to be permitted reasonable time to perform, during regular working hours, their duties as Stewards, including the adjustment of grievances, as cannot be performed at other times. All Stewards must request, and receive, their Supervisor's permission to perform Union work, and may not leave an assigned work area without such permission. The Union hereby agrees that all such duties shall be performed as expeditiously as possible.

The union may have no more than five (5) stewards designated as part of the Union negotiating team who may remain in pay status for negotiating with the UG during regular work hours. These Union team members will not be in pay status for time spent negotiating outside the specific team member's regular shift. For purposes of this agreement, negotiation includes caucuses held in conjunction with the negotiation sessions. The Union must designate up to and including the five (5) stewards no later than the first bargaining session and cannot substitute for the designated stewards unless a designated steward is no longer a bargaining unit member.

Section 6.3: In the absence of a duly authorized Steward, the Chief Steward shall handle all grievances at the particular location when called upon to do so. The Chief Steward shall receive full pay and benefits while in the process of conducting these duties. The Union hereby agrees that all such duties shall be performed as expeditiously as possible.

Section 6.4: The Employer shall notify the Union each time a Steward is transferred or discharged.

Section 6.5: The Union shall notify the Employer of any change in the status of Stewards. Such notification shall be in writing and shall be addressed to the Department Head.

ARTICLE 7 - HOLIDAYS

Section 7.1: The following days are to be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day

8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day

Section 7.2: In addition to the above enumerated holidays, employees covered by this Memorandum shall receive any additional days officially declared by the Unified Government Commission as paid holidays.

Section 7.3: To be eligible for any paid holidays, an employee must work his regularly scheduled shift preceding the holiday and the regularly scheduled shift immediately following the holiday or on paid leave which has been pre-approved at least twenty-four (24) hours before the scheduled day off. The time periods for all such holidays shall be 12:01 a.m. to 12:00 midnight.

ARTICLE 8 - SICK LEAVE

Section 8.1:

A. Entitlement

1. All permanent employees shall accumulate leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1/4) calendar day (ten equivalent hours) for each calendar month of full service by such employees.
2. Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspension or layoff.
3. Employees must actually work or be credited with working at least twelve (12) days per month in order to accumulate the sick leave entitlement.
4. Employees who use accumulated sick should be compensated at their straight-time

wage rate.

B. Limitation of Accumulation

There shall be no limit on the number of sick days that the employee may accrue.

C. Termination and Retirement

All accumulated sick leave is abolished when the employee is separated from employment. However, if at retirement (or upon death while employed), the employee has sick leave on the books, he/she will receive a bonus: three (3) months pay is given as a reward to the employee who has at least ninety (90) working days of sick leave on the books; the reward for less than ninety (90) working days of sick leave is given by exchanging one (1) working day for one (1) calendar, and prorating at one-thirtieth (1/30) of a month for each calendar day.

D. Use Provisions

The payment to an employee of paid sick leave shall be subject to the following rules:

1. Sick leave must represent cases of bona fide sickness or disablement. Sick leave may only be used for the purpose for which it was intended, that being to provide an employee with protection against a loss of pay due to a bona fide illness or injury. Sick leave may be utilized for maternity leave, or physical or mental illness. If an employee is off more than two (2) consecutive assigned shifts he will be required to bring proof of a bona fide illness or injury.
2. The granting of sick leave shall be at the determination of the Director or his designee.

3. The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness at least one (1) hour before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.
4. If an employee within any twelve (12) consecutive month period has: (1) used more than seventy-two (72) hours of sick leave; or (2) used three (3) or more sick leave occasions immediately before or immediately after their regular days off, or any paid leave, he shall be classified as an “excessive user of sick leave.” The employee shall be notified in writing when he is placed in this category. When an employee is so classified, he shall be subject to the following rules concerning use of sick leave:
 - a. After an employee has been notified in writing that he has been classified as an excessive user of sick leave, on the next sick leave he shall furnish a statement from a physician to the Director or his designee. The statement shall contain the physician’s report as to the probable length of time of the necessary sick leave and the physician’s statement that the employee was unable to work on the day(s) that he was absent due to illness or injury.
 - b. If the employee does not furnish a physician’s statement as provided, he shall be subject to the following discipline:
 1. 1st offense - Three (3) work days suspension without pay.
 2. 2nd offense - Five (5) work days suspension without pay.

3. 3rd offense - Ten (10) work days suspension without pay.

4. 4th offense - Termination.

c. The “excessive user” employee may be subject to termination if within the twelve (12) months following their classification as an “excessive user”:

1. Uses sick leave (or other paid time off or docked time in lieu of sick leave) on five or more occasions; or,

2. Uses two or more sick leaves (or other paid time off or docked time in lieu of sick leave) immediately before or immediately after their regular days off, vacation days, holidays, or any paid leave of absence.

d. Any sick leave hours used or any sick leave occasions prior to July 1, 2022 shall not be used for purposes of this Section 7.1(D)(4).

5. The UG will provide an account of sick leave used on a monthly basis with a copy also being provided to the union only at year end.

E. Dual Employment Prohibition:

Employees on sick leave are prohibited from being gainfully employed by any employer other than UG.

F. Holiday Pay:

Holiday pay will be applied in lieu of sick leave credit for an employee absent on a holiday because of illness, provided the employee has sick leave credits available.

G. Return to Work Release:

After any extended illness an employee shall be required to provide a release from a

hospital or physician that the employee is able to return to duty.

Section 8.2: SICK LEAVE BUY BACK

Beginning December 1, 1997 and each December thereafter, regular employees who have a minimum of two hundred and forty (240) hours of accrued and unused sick leave may, on an annual basis, elect to convert sick time to payment on a one to one conversion rate, at the employee's regular base rate of pay, based on the employee's utilization of sick leave since December 1 of the prior year.

The maximum conversion rates are listed below:

Maximum Number of Sick Days Sick Leave Hours Used	Maximum Number of Hours for Conversion	to convert
0-7.9	5	40
8.0-15.9	4	32
16.0-23.9	3	24
24.0-31.9	2	16
32.0-39.9	1	8
40 or more	Not Eligible	0

Section 8.2: SICK LEAVE DONATION

- a. Employees may donate up to 40 hours of sick leave to employees who are off sick as a result of a catastrophic or life-threatening illness or injury or any other qualifying illness or injury, as determined by the Employer, and who have exhausted their sick

leave credits, vacation time, and compensatory time. Donating employees must have at least 100 hours of sick leave accrual remaining after their donation. The donating employee may specifically designate to whom the donated hours may be given.

- b. Donated sick leave will not be converted into any other compensation. Donated sick leave will not be paid out upon separation. Once donated, sick leave cannot be returned to the donor.
- c. Employees on workers' compensation leave or receiving disability payments from a UG sponsored disability policy are not eligible for donated sick leave. Employees disciplined for violation of the sick leave policy set forth in this contract during the previous twelve (12) months are not eligible to receive donated sick leave. Employee must have successfully completed their probationary period in order to be eligible to receive donated sick leave.

ARTICLE 9 - PROBATIONARY PERIODS

Section 9.1: All employees shall be subject to a probationary period of six (6) months duration from their date of hire. Upon completion of the probationary period, the employee shall be considered permanent and shall be accorded all rights and privileges available to all other employees. This section shall not apply to seasonal or summer employees.

Section 9.2: Any interruption of employment (leave, sickness, injury, etc.) in excess of five (5) working days, during the probationary period shall not be counted a part of the probationary period.

Section 9.3: Probationary employees may be discharged or disciplined at the sole discretion

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of the UG without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period, but upon completion of the probationary period shall be credited with seniority to their date of hire.

Section 9.4: No employee shall be allowed to avail himself of paid sick leave until he has completed his probationary period with the UG.

Section 9.5: Probationary employees shall accrue sick leave from their date of employment, but may not use such accrued sick leave until the successful completion of their probation. Probationary employees shall not have their probation extended beyond six months except where § 9.2 is applicable.

ARTICLE 10 - UNION DUES AND AUTHORIZATIONS AND UNION RIGHTS

Section 10.1: Upon delivery to the Employer of a proper written authorization and assignment, the UG agrees to deliver to the Union, as hereinafter provided, the regular dues, supplemental dues and initiation fees of those employees.

Section 10.2: The written authorizations and assignments, signed by the employee for whom the deductions are to be made, shall be on a form in compliance with law. Said authorization and assignment shall be effective until the employee gives written notice to both the Employer and the Union of said employee's desire to terminate the assignment. Such written notification to terminate the assignments will become effective only on the one year annual, recurring anniversary of the employee's execution of their authorization for representation card.

Section 10.3: Where the Employer has received from an employee covered by this Memorandum of Agreement an authorization and assignment, the Employer agrees to deduct from

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the pay check of the employee such sums monthly as shall be from time to time established and certified by the Union to the UG.

Section 10.4: The Employer agrees to transmit the total amount of the initiation fees and dues to the Union on or before the end of each month.

Section 10.5: Each month the Employer shall furnish the Union a copy of the payroll deductions for Union dues of all employees covered by this Memorandum.

Section 10.6: The Union shall have reasonable access to the premises of the Employer for the reason of administration of this Agreement. Union representatives who are not employed by the UG may have access to non-work areas upon written or electronic request and upon approval of the Department Director, or his/her designee which request shall be responded to within one (1) business day.

Section 10.7: UG shall make every reasonable effort to provide new employees with an orientation program within a reasonable period of time after initial employment. New bargaining unit employees shall be informed of the Union's representation and the identity of the designated Union representative who may provide further information. UG shall also distribute to new bargaining unit employees informational packets about the Union, which packets shall be prepared, printed and delivered by the Union to the UG Human Resources Department.

ARTICLE 11 - WORKING RULES

Section 11.1: Any employee may be temporarily shifted by the Employer from one classification of work to another, from one piece of equipment to another, or from one shift to another, provided, that the employee is immediately capable of performing the work and is paid the

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rate of pay of the higher classification, if different. The Unified Government shall provide employees ten (10) work days' notice of any temporary change in their work shifts. The employer may step employees up to a higher classification for a period of one-hundred twenty (120) work hours without being required to pay a step-up rate of pay, when the step up is for training purposes, once the employee has been fully trained and/or certified in that higher classification, he shall be compensated at the higher rate for each shift that he performs the duties of the higher classification when so directed by his supervisor.

Section 11.2: The Employer shall furnish clean, fresh drinking water and ice at work starting time, or just as soon as possible thereafter, on all jobs, as needed.

Section 11.2: In cases of snow removal or other emergency work, an employee shall not be required to work more than six (6) consecutive hours without a lunch period. In addition, no employee shall be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period. Such twenty-four (24) hour period shall be deemed to have started as of the time the employee reported for duty.

Section 11.3: All employees required to operate vehicles in excess of 26,000 pounds, who transport hazardous materials and employees involved in vehicle maintenance and repair or employees involved in the transport of passengers shall be required to acquire and/or maintain a Kansas commercial driver's license with the proper endorsements in order to continue in their employment. Additionally, employees who operate UG vehicles or equipment which require only a regular Kansas driver's license, must maintain said license in order to continue in their employment.

Section 11.4: Whenever the Employer has just cause to suspect that the physical or mental

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condition of an employee is endangering their own health or the safety of fellow workers or citizens, the employee may be requested to submit to an examination by a physician, psychiatrist or psychologist of the UG's selection, without expense to the employee, and said employee must submit to same examination. The examination shall only be for the purpose of determining his physical or mental condition relative to UG employment.

Section 11.5: Tardiness

a) Employees reporting late for work shall be docked according to the following schedule:

1 to 15 minutes late.....No penalty. (See Section 5.10(b))
16 to 30 minutes late.....Penalty of 1/2 hour's pay.
31 to 60 minutes late.....Penalty of 1 hour's pay.
Over 60 minutes late.....Penalty of all pay for the time missed until the
employee reports to the job site.

b) Employees who are tardy by more than three (3) minutes or fail to punch their time card three (3) times in a consecutive twelve (12) month period shall be given a written warning upon their third tardiness or failure to punch time card and upon being tardy or failing to punch their time card on any additional occasions within that same consecutive twelve (12) month period shall be subject to the following discipline:

Fourth offense: 1 day suspension without pay.
Fifth offense: 3 day suspension without pay.
Sixth offense: 5 day suspension without pay.
Seventh offense: 10 day suspension without pay.
Eighth offense: Termination.

Employees who are tardy by three (3) minutes or less may be required to work up to three (3)

minutes past the end of their regularly scheduled shift.

c) When Employees are notified that they are subject to discipline for failure to punch-out on their time card at the conclusion of their work shift they may discuss such notification with their immediate supervisor and, if that supervisor agrees in writing that the employee worked the time in dispute, the discipline shall not be imposed.

d) Employees, at their request, shall be allowed to review their own time records to determine the number of tardies occurring during the previous 12 months.

ARTICLE 12 - SENIORITY

Section 12.1: It is agreed that upon completion of the probationary period, employees shall be credited with seniority from the employee's last date of full-time employment in a bargaining unit position.

Section 12.2: An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) calendar days, and seniority accumulation shall resume when the employee properly returns to full-time work at the end of such leave.

Section 12.3: An employee's seniority shall terminate if: an employee quits or resigns; is laid off for a period of one (1) year or more; fails to report to work after an approved leave of absence or layoff within ten (10) calendar days following delivery to the employee's last known address of notice to return to work; or, if an employee is discharged for just cause.

Section 12.4: Seniority lists shall be furnished to the Union and posted on employee bulletin boards. These lists shall be updated in January and July of each year.

Section 12.5: Each physical location covered by this Memorandum shall maintain a seniority list for use in the scheduling of vacations. An employee transferring from one location to another shall be dovetailed into the seniority list of the new location and removed from the seniority list of the old location.

ARTICLE 13 - LAYOFFS AND RECALLS

Section 13.1: Permanent employees may be laid off due to a reduction in force or for other reasons. Such employees are subject to recall for a period of one (1) year. Layoffs due to reductions in force shall be made by Division, by job classifications and seniority within those job classifications. All affected Divisions and job classifications shall be determined by the Employer. Any employee laid off or displaced from his job, due to reduction in force, shall be permitted to displace a junior employee in any position for which he has Bargaining Unit Seniority and qualifications. An employee shall have not to exceed ten (10) work days to demonstrate his qualifications and ability to properly perform the duties of the job at the determination of the immediate supervisor.

Section 13.2: Laid off employees are considered to take preference over all new applicants for position openings in the job classification from which the employee was laid off. This shall not be interpreted as the promise of a new job, but only as the stated intent to recall laid-off employees if openings occur for which they may qualify.

Section 13.3: Re-appointment to any UG position after one (1) year from the date of the lay-off is not considered a recall, but a rehire. A re-hire carries no benefits with it, and is the same as new employment.

Section 13.4: The term "recall" shall apply only to those employees separated from UG employment by a layoff. Re-employment after resignation or discharge (or beyond one (1) year after the layoff date) shall be considered new employment and not a recall.

Section 13.5: Accepting any permanent UG position constitutes a recall and shall automatically remove the employee's name from the recall file.

Section 13.6: If the department call's employees back to work, the recall shall be in reverse order of the layoff within the appropriate job classifications. Employees to be recalled must be physically capable of performing and qualified to perform the work.

Section 13.7: When contacting a laid-off employee for recall, the employee must report to work within ten (10) working days following such contact. Failure to report within this period shall remove the employee's name from the recall file.

Section 13.8: The department shall have fulfilled its stated obligation to the laid-off employee if it makes one bonafide offer comparable in duties and wages to that from which the employee was laid-off. Any laid-off employee who declines an offered position shall be removed from the recall file.

ARTICLE 14 - PROMOTIONS

Section 14.1: It is understood and agreed that it is the responsibility of the Employer to determine the size of the work force, to declare job opportunities available and to determine relative qualifications, including training, performance, ability, education, and experience of bidding employees for a vacant position.

Section 14.2: In order to qualify for a permanent promotion, an employee must be able to

immediately perform the job.

Section 14.3: When any permanent job vacancy exists in a bargaining unit position, the UG may determine within a reasonable period of time from the declaration of the vacancy by the UG, whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within a reasonable period of time from the determination to fill it. However, even if the Employer initially determines not to fill a position, the Employer expressly reserves the right, at any later time, to determine that such position should be permanently filled and may then post the same for bid.

Section 14.4: If the employer determines that a position which requires a vacancy is to be permanently filled, the following procedure shall govern:

- a. Transfers: Such job vacancies shall first be posted for a period of seven (7) calendar days for qualified employees to request a transfer to these positions when applicable as provided herein. Qualified employees within the same or greater job classification and employed within the same Department or Job Classification as the posted position, may request a transfer to the permanent posted vacant position. If more than one qualified employee is requesting a transfer to fill the permanent vacancy, then the more senior employee (job classification seniority) shall receive the transfer. Successful applicants for the transfers shall be required to remain in that new position for a minimum period of twenty-four (24) months. Transfers under this section shall be limited to one (1) transfer per calendar year in or out of any particular District or Job Classification, or if no District or Job Classification exists then within a Department, Division or Job Classification. The transferred employee(s) shall accept whatever vacation times which are assigned to them for the remainder of that year in which the transfer occurs. The vacancy created by the transferring employee vacating his original position shall not be filled by another transfer but may be filled through the bidding procedure set forth in sub-paragraph (b) herein, at the discretion of the UG.
- b. Bid Posting Within the Bargaining Unit: If the permanent vacancy is not filled by the procedure set forth in sub-paragraph (a) herein, such job

vacancies shall be posted to be filled by bargaining unit members for not less than seven (7) calendar days along with information relating to the qualifications required for the position, the department and the location of the position and the assigned hours of the job at the time of the bid, which hours are subject to change at a later time.

- c. Procedure for Filling of Position Within the Bargaining Unit: Vacancies posted pursuant to sub-paragraph (b) herein shall be awarded to the best qualified applicant considering the applicant's training, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon the UG, and if all qualifications are equal, then seniority shall control in selection of the employee to fill the job vacancy. Provided that, employees employed as Equipment Operator I's or II's who are seeking promotion to the next level of Equipment Operator (e.g. Equipment Operator II to Equipment Operator III) must be certified by the Department as being qualified to operate the equipment required to be operated for the promoted Equipment Operator position. Once those employees have been certified then selection for those vacant Equipment Operator II or III positions shall be governed by the seniority of the qualified (certified) employees.
- d. In the event that a vacancy remains open after exhaustion of the procedure in sub-paragraphs (a) – (c) herein, the Employer may attempt to fill the vacancy by posting the vacancy to be filled by Unified Government employees outside of the bargaining unit or by outside applicants.

Section 14.5: Consistent with the UG's Affirmative Action Plan or applicable judicial decree, it is agreed that when reasonable, vacancies occurring in positions within the bargaining unit shall be filled by the promotion of qualified employees.

Section 14.6: Nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within the UG's determination, require special education, training, ability, experience or certification, or for positions which have been posted and remain unfilled due to lack of bidders or lack of qualified bidders.

Section 14.7: When employees are promoted or transferred they shall serve a one-hundred

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twenty (120) day promotion probationary period during which the UG may demote the promoted employee upon providing that employee and the Union with the reasons therefore. Employees, who are subject to the promotional probationary period, shall receive the pay commensurate with the position. The employee may grieve this decision as provided herein.

ARTICLE 15 - VACATION

Section 15.1: The following vacation entitlement schedule shall apply to all employees covered by this Memorandum. All vacation days shall be computed on the basis of working days.

Vacation Entitlement

Consecutive Years of Service	Entitlement
1-4	11 Working Days (88 hours)
5-8	17 Working Days (136
9-13	20 Working Days (160
14-19	25 Working Days (200
20 or More	28 Working Days (224

January 1st of each year shall be the date used to determine the number of consecutive years any employee has been employed with the UG.

Section 15.2: Employees shall not be required to take their vacation all at once. Generally, vacation time shall be taken in periods of five (5) consecutive working days or more. Provided, that for Departments engaged in snow removal no vacation of five (5) consecutive working days or more may be scheduled between the second Friday of November and the last Friday of February of each year. A written request must be made to the employee's supervisor at least two (2) working days

prior to the requested vacation leave. The request shall be granted or denied as soon as possible, but not less than twenty (24) hours before the first day of the requested vacation leave. Vacation may be taken in not less than one-half (1/2) day increments. As clarification, this agreement does not exempt any department from this provision.

Section 15.3: All but forty (40) hours of an employee's annual vacation entitlement shall be scheduled between January 15th and March 1st of each year. Employees must select their vacation preference(s) on the date the Employer requests the information. Seniority shall govern the scheduling of vacation. Seniority shall be exercised by the most senior employee selecting all of their vacation, but for the forty (40) hours which employees are permitted to schedule throughout the year, succeeded by the next most senior employee until all employees have scheduled all of their vacation, but for the forty (40) hours which employees are permitted to schedule throughout the year. If an employee does not select their vacation when requested to do so, they shall be assigned scheduled vacation leave by the Employer from those available vacation leave time slots remaining available after all other employees have selected their vacation. Any such vacation scheduled prior to March 1st, may be changed at the request of the employee provided that manpower permits the requested change. A change request from an employee must be submitted at least one week prior to the scheduled vacation. Preference for vacation scheduling shall be made according to job classification seniority. Vacation request forms will be made available by January 15th of each year. Vacation scheduled on or after March 1 will be allowed on a first come, first served, basis.

Section 15.4: Any paid holiday that falls during an employee's vacation shall not be counted as a vacation day. The employee shall be granted an additional day of vacation under such circumstances.

Section 15.5: Pro-Rata Vacation

For the purpose of computing vacation hours, an employee shall earn one-twelfth (1/12) of his vacation hours for each month of service during the twelve month period preceding January 1 of each year. Each month in which an employee works fifteen (15) days shall be considered a month of service.

Section 15.6: The employee may be allowed to carry-over up to five (5) working days vacation. Any such carry-over shall be scheduled and used within the following calendar year. Otherwise, the accumulated vacation will be forfeited.

ARTICLE 16 - JURY DUTY AND COURT APPEARANCES

Section 16.1: Employees shall be granted a leave of absence with pay for required jury duty when such duty occurs during his regularly scheduled shift. Employees shall be granted a leave of absence with pay when otherwise required by applicable law or for other required appearances before a court when the employee appears in his capacity as an employee of the UG. Where an employee works a shift that does not correspond to the time when jury duty, court appearance or other appearance required by law, the employee shall be granted a leave of absence from the shift immediately following, if on evening shift, or immediately before, if on graveyard shift, the jury duty, court appearance or other appearance required by law. In all cases where the employee receives leave of absence under this section, the employee must provide adequate proof that he

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actually appeared for the jury duty, court appearance or other appearance required by law. Failure to provide such proof within three (3) working days of the last day of absence will result in a three day suspension. On the next offense, the employment may be terminated.

Section 16.2: Employees absent from work because of jury duty shall be paid their regular rate of pay, less jury pay.

Section 16.3: Employees appearing in court as a witness in their capacity as UG employees shall be paid their regular rate of pay. Employees appearing in court in personal capacities shall not be entitled to this leave.

Section 16.4: Employees shall notify their immediate supervisors as soon as possible, but in no case less than two (2) working days in advance of the beginning of jury duty.

ARTICLE 17 - OVERTIME PROVISIONS

Section 17.1: All time worked in excess of the normal work day or normal work week or prior to the employee's regularly assigned shift on the day of that shift, shall be paid to the employee at the overtime rate of time and one-half (1 1/2) his classified wage rate. Employees who are required to work between the hours of 12:01 a.m. and 11:59 p.m. on Christmas day shall be compensated for the hours actually worked at the overtime rate of double time their classified wage rate.

Section 17.2: Employees who are physically at their regular work reporting location and are directed to work prior to commencement of their scheduled shift by appropriate supervision and do work prior to the commencement of their regularly assigned work shift and then consecutively continue to work their regularly assigned shift, shall receive a minimum of one (1) hour of pay at the

overtime rate for this call-in and work prior to their regular shift. UG may assign this pre-shift work to those employees who are present on the job site or the location where employees report to work.

Section 17.2: Employees who are called in to work outside of their regularly scheduled shift by appropriate supervision and do perform such work and such work is neither holdover work from their regularly assigned shift nor call-in work which immediately precedes their regularly assigned shift, shall receive a minimum of four (4) hours pay at the overtime rate for this call-in and work during that shift.

Section 17.3: When circumstances permit, employees may be retained for their regular work shift, provided that such retention does not conflict with the provision of Article 17, Section 3.

Section 17.4: Except in cases of emergency including snow removal, overtime work in excess of 12 consecutive hours shall be on a voluntary basis. Employees who have been required to work at least sixteen (16) consecutive hours shall be given an eight (8) hour unpaid rest period. If the employee's shift commences during their eight (8) hour rest period, the employee is excused from work until the expiration of the eight (8) hour rest period and the employee shall be paid at the straight time rate of compensation for the work shift or portion thereof from which the employee is excused.

Section 17.5: The UG is only required to reasonably attempt to contact the employee for overtime purposes. Employees will not be entitled to overtime in the event that they are missed on a call for overtime. It shall be deemed sufficient if the UG allows the employee's telephone to ring five (5) times without an answer or answer by an answering machine or voicemail. The UG may call the next employee in these situations. Also, if the employee is not immediately available to consent to

appearing for the overtime work, the UG may call the next employee.

Section 17.6: In the event a crew or an employee is working on a job or an assigned work task and it is necessary to work beyond their regularly scheduled shift to complete the job or assigned work task, the same crew or employee, if available, will be used regardless of the overtime status of the employees involved. This provision shall apply even if the necessary work to complete the job is not continuous.

Section 17.7: It is within the sole discretion of the UG to determine when employees working overtime should be released from work or replaced by other employees.

Section 17.8: When notified during their regular work shift or otherwise notified that they may be called for emergency overtime work including snow removal during their regular non-working hours, employees must be available to answer and respond to notice from the UG to work emergency overtime. If the employees are not then available they may be subject to discipline.

Section 17.9: Employees are required to respond to UG notices left on answering machines or voicemail at the earliest opportunity.

Section 17.10: When contacted for non-emergency overtime work employees contacted may refuse such work and the UG will then force the least senior, qualified employees to work such overtime. In emergencies including snow removal, employees must report to work overtime when contacted, otherwise, they are subject to discipline.

Section 17.11: Employees are required to provide the UG with a working residence and/or cellular telephone number where the employee may be contacted to work overtime.

ARTICLE 18 - LONGEVITY

Section 18.1: Employees shall be granted longevity time off with pay as follows:

Upon Completion of Hire Date Anniversary:

Continuous Years	Hours Per Year
5	16
10	24
15	32
20	40
25	48

Employees hired after February 1, 2022 shall not be entitled to longevity benefits.

Section 18.2: Longevity time shall not accrue from year to year. Any longevity hours unused will be cashed out to the employee at the end of the year at the employee's then straight time rate of pay. Such cash out shall not be considered hours worked during the pay period that the cash out payment is made.

Section 18.3: Longevity time may be granted with supervisor's approval consistent with the requirements of the UG and manpower availability. Except in an emergency, the employee must make prior written application for use of longevity time at least two (2) days prior to the requested longevity leave. Longevity leave may be taken in one-half (1/2) day increments. When longevity pay is used on an emergency basis, it must be used in 8 hour increments.

ARTICLE 19 - DISCHARGE AND DISCIPLINE

Section 19.1: The Employer agrees that it will discipline and/or discharge employees, except for probationary employees, only for just and proper cause. Discipline shall be issued no later than fifteen (15) working days either after the occurrence or the discovery of the incident or conduct and

the identification of the employee or employees who should receive discipline as a result thereof. The fifteen (15) day limit may be extended by mutual agreement of the parties. Probationary employees may be disciplined or discharged at the sole discretion of the Employer without recourse to the provisions of this Memorandum. Bargaining unit members shall be granted Union representation at disciplinary hearings, if they so desire.

Section 19.2: Progressive Discipline. The parties agree that employee discipline is most effective when discipline is proportional and progressive. As a result, the UG agrees that it will follow a "progressive" system of discipline. The parties acknowledge that any or all steps of the progressive system may be by-passed in cases of serious misconduct, poor performance, or other violations of policy and/or this Agreement.

If the Employer feels that an offense is flagrant and/or damaging to the UG or to the pertinent Division, the Employer shall have the right to impose appropriate discipline, including termination, regardless of the number of offenses.

The word "flagrant" for these purposes shall mean conduct which is conspicuously bad or objectionable, exceeding reasonable limits or conspicuously wrong, faulty or improper. Examples of "flagrant" conduct shall include insubordination, physical assault and/or battery upon a supervisor or another employee, incompetence in performance of duties, and gross neglect of duties.

Section 19.3: Employees who are justifiably terminated shall forfeit all employment benefits and rights except accumulated vacation days, retirement benefits in accordance with applicable law and any accrued wages.

Section 19.4: Upon separation from employment with the UG, all safety equipment, hard
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hats, uniforms, vests, protective eye wear or other equipment provided the employee by the UG shall be returned. Failure to do so shall result in the employee's final paycheck(s) being withheld, as allowed by law, until all missing items are returned or replaced by the employee as permitted by K.S.A. 44-319(b)(3), provided that such withholding does not reduce the employee's compensation paid, less the withholding, to below the minimum wage under either State or Federal law.

Section 19.5: Employees, and/or members of their immediate families, who have or who may develop personal problems, which qualify for assistance under the UG's Employee Assistance Program, and which interfere with the employee's job productivity and/or ability to lead normal lives, may be required (or may submit voluntarily) to participate in the UG's Employee Assistance Program. Participation in this program shall be in accordance with the terms and conditions accorded other employees of the UG, as outlined in the UG Human Resource Guide, as may be amended from time to time.

Section 19.6: Employees under reasonable suspicion of drug or alcohol use shall be required to submit to the appropriate testing. Employees shall remain on the clock until they can be tested. Employees refusing to submit to such tests shall be subject to discipline. (See Alcohol & Drug Testing Article).

Section 19.7: Employees, who file grievances relating to a disciplinary suspension, shall not be required to serve such disciplinary suspension until completion of Step 3 of the grievance procedure when the suspension is for three (3) work days or less and completion of Step 4 if more than three (3) work days, unless the employee's violation is considered to be flagrant or the safety or health of employees or others are jeopardized or the employee is rendered legally incapable of

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performing his job duties. Discharges, flagrant violations and discipline issued in accordance with Section 5.9 are excluded from this section.

Section 19.8: Employees who have exhausted all accumulated leaves and who are absent from work shall be subject to discipline for this unauthorized absence and shall not receive pay for this time, except in the case of catastrophic illness.

ARTICLE 20 - DURATION AND TERMINATION

Section 20.1: This Memorandum of Agreement shall become effective on January 1, 2020 and shall continue in full force and effect until midnight on the 31st day of December, 2023.

Section 20.2: Both parties to this Memorandum agree that this agreement shall continue in effect until the statutory impasse resolution procedure is fully exhausted or until a new Memorandum is placed into effect, whichever occurs first.

ARTICLE 21 - NO STRIKE OR LOCKOUT

Section 21.1: The Union hereby agrees that during the term of this Memorandum, the Union, its agents, or its unit members, will not authorize, instigate, aid, encourage, or engage in any work stoppage, slowdown, sickout, refusal to work, picketing, honoring of picket lines, or strike or walk-out against the UG, or any actions which are detrimental to the operations of the affected Departments of the UG. Any violation of this Article shall be the subject of disciplinary action, including discharge. The Union shall, within twenty-four (24) hours of the commencement of any such action, take all reasonable affirmative action to terminate such conduct.

Section 21.2: The Employer agrees that it will not lock out any employees during the life of this Agreement as a result of any labor dispute with the Union.

ARTICLE 22 - UG ORDINANCES

Section 22.1: The following sections of the Unified Government Human Resource Guide shall apply to all employees covered by this Memorandum:

Section	2.1:	Equal Opportunity in Employment
Section	2.2:	Harassment in the Workplace
Section	2.4:	Drug Free Workplace
Section	2.5:	Smoke Free Workplace
Section	2.6:	Selection of Employees
Section	2.7:	Residency Requirement
Section	2.14:	Employee Privacy and Access to Personnel Records
Section	2.15:	Speech Before the Board of Commissioners
Section	4.1:	Health Care Benefits
Section	4.2:	Employee Assistance Program
Section	5.5:	Bereavement Leave
Section	5.6:	Family and Medical Leave
Section	5.7:	Military Leave
Section	6.1:	Workers' Compensation and Injury Leave
Section	6.2:	Driver Safety and Accident Reporting
Section	6.5:	Use of Cell Phones or Electronic Devices While Driving
Section	7.3:	Responsible Use of Information Technology
Section	7.4:	Substance Abuse
Section	7.4A:	Substance Abuse Transit Department
Section	7.5:	Social Media

ARTICLE 23 - PERSONAL LEAVE

Section 23.1: Employees shall be granted the use of up to three (3) accumulated sick days annually for the purpose of conducting personal business that cannot be satisfied at other times. Such leave shall be considered “personal leave,” and shall not be used in greater than one-day increments, nor in increments of less than two (2) hours.

Section 23.2: Personal leave must be approved by the supervisor and shall not be used in conjunction with holidays, and vacations or longevity days. Personal leave that is taken on a call in
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or unscheduled basis must be used in 8 hour increments.

Section 23.3: Personal leave does not accrue from year to year.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

Section 24.1: Notwithstanding any language herein to the contrary, this is a Memorandum of intent and not a contract. It is recognized that this Memorandum does not create a contractual obligation or liability on the part of the UG or the Employer. Provided, however, this Memorandum will be subject to the provisions of K.S.A. 75-4321, et seq.

Section 24.2: It is the intention of the parties hereto to amend this Memorandum, if necessary, to comply with Kansas Statutes and UG Ordinances and Resolutions.

ARTICLE 25 - SAVINGS CLAUSE

Section 25.1: Should any term or provision of this Memorandum be in conflict with any State or Federal statute or other applicable law or regulation binding upon the UG, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

Section 25.2: If any article or section of this Memorandum shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 26 - MEDICAL PLAN

Section 26.1: During the term of this Memorandum, UG agrees to offer the employees of

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the Department the same medical, dental or other similar welfare benefit plans which are made available to the UG's employees generally. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

Each covered employee shall make monthly medical plan premium payments for either single or family coverage elected according to the following schedule, provided that beginning in 2019 the below amounts shall be annually adjusted at the same percentage increase or decrease as would be applicable to any adjustment to the dependent coverage premium for Family coverage during any plan year:

Annual Base Pay	Monthly Premium Contribution
\$60,000 or less	\$20.00 per month
\$60,001 or more	\$30.00 per month

For purposes of the foregoing schedule, "Base Pay" is calculated solely upon an employee's then applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. "Base Pay" shall not include any overtime, out of class, longevity or interpreter's pay. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

B. Family Premium.

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family coverage in addition to any applicable employee premium cost discussed in subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

C. Election of More Expensive Plans.

Should UG offer a more expensive medical plan and an employee(s) should select to be covered by the same, then the employee shall be responsible to pay any and all additional premiums, if any, and his portion of the premium therefore shall be deducted from the employee's payroll.

D. Unusual Increase in Annual UG Premium Costs.

The cost of the premium paid by the UG for individual and dependent coverage for these employees shall not increase more than fourteen percent (14%) from one year to the next. If the cost of the medical plan, dental or other similar welfare benefit plan is projected, based on a review of actual plan experience and historical utilization data as well as applicable industry survey and medical trend documentation, to increase by more than fourteen percent (14%) from the preceding budget year, then insurance plans, insurance carriers or other claims administrators, contribution formula and/or benefits must be changed under the medical, dental or other similar welfare benefit plan in order to decrease the overall projected cost increases to fourteen percent (14%) or less. The UG Employee Health Benefit Committee (EHBC) shall meet and confer in an attempt to make

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recommendations to the UG Administrator for modifying the polic(ies), carrier(s), administrator(s), plan design(s), benefits, contribution formula or other variables to reduce the projected cost increase to fourteen percent (14%) or less for the next budget year. The Union shall have one voting member on the EHBC. The EHBC shall be at least an equal number of voting members from representatives of bargaining units of the UG as members from unrepresented groups, administrative staff and retirees. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union (Local 1290PE) has the right to submit the matter to expedited arbitration. When the EHBC determines what its recommendations are to be to the UG Administrator, the UG Administrator shall then determine whether he or she agrees with those recommendations or not. If the UG Administrator agrees, the recommendation modifications shall be immediately adopted. If the UG Administrator disagrees with the EHBC recommendations, the UG Administrator shall notify the EHBC of such determination. If the UG Administrator and EHBC cannot immediately resolve their differences, the matter shall be submitted to expedited arbitration. The arbitrator only has jurisdiction to determine if the UG Administrator's or the EHBC's recommendations are correct in determination of the method of modifications of carrier(s), plan(s), benefits, etc. in order to keep the UG's projected cost for the medical, dental or other similar welfare benefit plan for each year from exceeding the preceding year(s) by fourteen percent (14%). The factors used to determine costs for any one year of this Memorandum shall be as follows:

1. Plan experience during year. (On a claims paid, not claims made basis).
2. Administrative expenses to administer the plan during the year.
3. Sufficient funds to create and/or preserve a Apremium stabilization@ reserve fund of

at least five percent (5%) of the previous year's total premium costs amount.

ARTICLE 27 - COMPENSATION

Section 27.1: Pay Enhancement for Employees Hired Before 1/1/13.

As a result of the agreement to withdraw from the LIUNA plan (See Article 31 below) the \$.40/hour employee LIUNA contribution (currently on the employee check and part of base pay) shall remain on the check as part of base pay and will be included in any and all pay increase calculations effective the first pay period in 2013. This amount will also be included when calculating contributions for KPERS or any other wage-based calculations.

The \$.35/hour employer contribution shall be placed on the employee check as an additional amount. This amount will remain on the employee check for the duration of the employee's employment as a member of the bargaining unit, but will not be included in any pay increase calculations or in any other wage-based calculations. Employees have the option of deferring this amount into the voluntary 457(b) plan.

The \$.35/hour "addier" will apply to all employees who have made LIUNA contributions so that there will be no loss in total compensation. New employees will not receive the \$.35/hour "addier." Employees employed on or before December 31, 2012 receive the "addier" because employees hired on or before this date would be participants in the LIUNA plan.

Section 27.2: Gain Sharing Incentives. UG and Union have established a labor/employer committee which has discussed and provided recommendations to the Director concerning cost savings initiatives within the Street Maintenance Division. The County Administrator or his

designee must approve the incentive program or any amendments thereto. Fifty percent (50%) of the identified and realized savings shall be shared by all employees, including supervisors, of the Street Maintenance Division and other hourly employees of the Street Maintenance Division who actually work within the Street Maintenance Division during the duration of this Agreement.

ARTICLE 28 – WORKER’S COMPENSATION ACT

Section 28.1: Any employee who sustains an injury or contracts an occupational disease which arises out of and in the course of employment shall be covered by the provisions of the Worker's Compensation Act of the State of Kansas and the applicable provisions of the Code of Ordinances of the UG.

ARTICLE 29 - ALCOHOL & DRUG FREE WORKPLACE & TESTING

Section 29.1: The Union and the UG agree to be governed by the UG's Alcohol & Drug Testing Program. The Union will be involved in the development of the random selection procedure. The Union will be consulted concerning any discipline to be given prior to rendering such discipline.

Section 29.2: The bargaining unit employees shall be subject to the Drug Free Workplace Act of 1988, as amended, and UG policy concerning employees' alcohol and drug use testing.

ARTICLE 30 - SAVINGS/RETIREMENT PLAN

The Employer and the Union agree that they will no longer participate in the LIUNA plan after December 31, 2012. The Employer provides a 457B plan through which employees may make additional contributions in a retirement plan if the employees so choose. The UG shall provide the hourly rate contributions formerly made on behalf of bargaining unit members under the terms of the 8ED2142.DOC

preceding contract to each bargaining unit member. This contribution will be made *after* the cost of living increase is calculated on the current wage.

All other terms and conditions contained in the Memorandum of Agreement shall remain in effect unless otherwise modified in writing.

ARTICLE 31 - SIGNATURES

IN WITNESS WHEREOF, the Unified Government of Wyandotte County and the Union have set their hands and seals below.

For Laborers' International Union of North America
(LIUNA) Public Service Employees
Local Union 1290




Jeff Philgreen
Business Manager/Secretary-Treasurer



Date

Approved as to form:



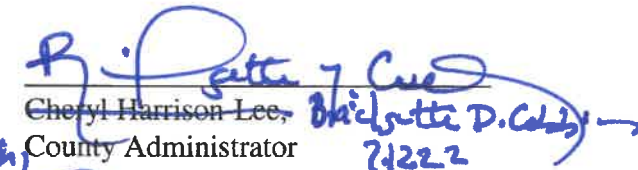
Misty Brown
Chief Legal Counsel
Unified Government

Attest:



Unified Government Clerk (Acting)

For the Unified Government of
Wyandotte County, Kansas City,
Kansas



Cheryl Harrison Lee,
County Administrator



Jeff Fisher
Director of Public Works



Date



Renee Ramirez
Director of Human Resources

ADDENDUM A - STREETS

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STREETS ADDENDUM

ARTICLE 1 - WORKING TIME

Section 1.1: Standard Work Week

The standard work week for regular full-time employees shall be forty (40) hours, within a consecutive seven (7) day period with two (2) consecutive days off, except where operational needs require otherwise, employees shall be advised of any changes in the beginning of their standard work week.

The use of summertime hours from Memorial Day through Labor Day will be at the employer's discretion. Use of summer hours does not constitute a change of schedule.

Section 1.2: Standard Work Day

Except during shift or job change periods, a standard workday for regular full-time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch and except where alternative work schedules have been assigned.

Employees assigned to snow removal operations are assigned to two 12-hour shifts – “A” shift and “B” shift. Employees shall bid for these shifts on a seniority basis. These shifts shall rotate from month to month during the winter storm season alternating from day and night time assignments. The Employer has the right to split employees' regularly scheduled shifts during snow removal operations – i.e. employee works either the first half or the second half of their shift while being released from work for the other half of the shift. During split shift operations, employee's may elect to receive compensation for the half of their regularly scheduled shift from which they are released through the use of accumulated vacation, longevity or personal leave. Any hours worked during snow removal operations outside of the hours of an employee's regularly

scheduled shift shall be at the overtime rate of time and one-half.

Section 1.4: Meal Period

The parties agree that the following provisions shall govern employees' meal period during normal working hours.

- a. Lunch periods shall be taken as follows:

Day Shift:	11:30 a.m. to 12:00 noon
Evening Shift:	8:00 p.m. to 8:30 p.m.
Midnight Shift:	3:00 a.m. to 3:30 a.m.

At the beginning of lunch period, those employees who have not brought their lunch shall proceed directly to the nearest establishment providing food, make a purchase of food, and proceed to an area designated by their supervisor as an eating area.

Employees will be allowed up to a maximum of fifteen (15) minutes "transportation time" for this purpose. Employees will then be allowed thirty (30) minutes to eat.

- b. If normal lunch periods cannot be taken due to job responsibilities, employees shall first notify and receive permission from the supervisor before proceeding to lunch.

- c. Employees actively engaged in snow removal shall eat their meals while they are working and shall not be given an assigned meal break.

Section 1.5: Rest Periods

Employees will be allowed not to exceed two (2) ten (10) minute rest breaks (one each morning and one each afternoon) per normal working day. Rest breaks shall not be taken in conjunction with the employee's lunch period. Rest breaks shall be limited to the job site, whenever possible.

Section 1.6: On the regularly scheduled night shift, in the Street Division, employees shall receive eight (8) hours pay for seven (7) hours worked and this shift shall be at least five (5) consecutive nights.

Section 1.7: Fixed Evening Shift and Weekend Shift workers on the evening shift and

weekend shift employees who successfully bid upon or who are assigned on an evening or weekend shift shall receive sixty-five cents (65¢) per hour shift differential pay for all hours worked and all paid leave. Bargaining unit employees assigned to the Street Division who receive the compensation identified in Section 1.5 above are not eligible to receive shift differential pay for evening shift work.

Section 1.8: Employees who have reported for duty at their normal shift starting time, but are not allowed to start to work, shall receive a minimum of two (2) hours pay. These employees shall, whenever possible, be notified within one (1) hour after their normal shift starting time whether they will be allowed to start to work. This show-up time shall be offered, initially, on a voluntary basis at the discretion of the Division Head or their designee.

Section 1.9: When employees are required to remain at work during inclement weather, they shall not be required to jeopardize their safety or health in order to provide services to the public.

ARTICLE 2 - HEALTH AND SAFETY

Section 2.1: All employees covered by this Memorandum shall comply with all safety rules and manuals and traffic regulations of the UG and safety rules relating specifically to their respective department/division.

Section 2.2: The Employer shall see to it that each crew is provided with necessary health and safety equipment, including rain gear, and the employees shall be responsible for the return of all equipment. It shall be the employee's responsibility to care for all such equipment, normal wear and tear excepted. The equipment may be replaced by the Employer only upon the employee returning the equipment and the UG being satisfied that the equipment needs to be replaced due to normal wear and tear.

ARTICLE 3 - UNION-EMPLOYER SAFETY COMMITTEE

Section 3.1: It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of the UG, the Union, employees and citizens of the Unified Government that equipment should be operated properly and safely at all times, and that all reasonable safety precautions and devices should be utilized at all times. In the furtherance of this policy, a joint Union-Employer safety committee is established.

Section 3.2: The joint Union/Management Safety Committee, hereinafter called "Streets Safety Committee," shall meet quarterly and shall be comprised of the following members: Street Manager and/or their designee shall be the chairperson of the committee; a Street Division Superintendent; four (4) committee members from the Street Division, one (1) from Street Preservation team, one (1) from Traffic/Sweeping team, one (1) from Special Services team, the Street Division Union Steward; and one (1) Human Resources Safety Officer.

Section 3.3: Safety rules and regulations may be recommended by the Streets Safety Committee and ultimately implemented by the Street Manager.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1: The term "grievance" as used in this Memorandum shall be any dispute, disagreement, or difference between an employee and the UG as to the meaning of any terms or provisions of this Memorandum and as to the manner in which these provisions are applied. In this Article, all references to "days" specifically mean business days which are Mondays through Fridays and excludes all holidays as identified in this Memorandum.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board,

the Union may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The Union's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Grievances are to be processed and/or settled in accordance with the following:

Step 1: The employee or the employee's Union representative, raising the grievance shall present it to the employee's immediate supervisor in writing, within five (5) working days from the time the grievance occurred or became known. Otherwise, it need not be considered. The supervisor shall provide the employee and the employee's Union representative with a written response no more than 5 days after the grievance has been presented to the supervisor.

Step 2: If the grievance is not resolved at Step 1, it shall be submitted in writing to the respective division head within five (5) working days of receipt of the Supervisor's response in Step 1. The division head or her representative or designee shall provide the employee or a steward with a written response to the grievance no more than five (5) working days after presentation of the grievance as set forth in this Step.

Step 3: If the grievance is not resolved at Step 2, the employee or Union Steward shall notify the Union Business Manager of his dissatisfaction and shall request, in writing, a review of the grievance by the Director of Public Works or his designee. The Union Business Manager shall make a formal request, in writing, to the Director of Public Works, for a Step 3 hearing on the grievance. Requests for a Step 3 hearing must be submitted within five (5) working days of the Division Head's response in Step 2. The Director of Public Works, or his designee, shall

schedule a hearing within fifteen (15) days of the receipt of the request for review of grievance. If the grievance is not scheduled within fifteen (15) days of the receipt of the request for review of the grievance, the grievance shall be disposed of in favor of the union. The Director of Public Works, or his designee, shall render a decision on the matter within thirty (30) working days of the Step 3 hearing. If the decision is not rendered within 30 working days, the grievance shall be disposed of in favor of the union. These deadlines may be extended by mutual agreement of the Employer and the Union.

Step 4: If the grievance is not resolved at Step 3, the Union Business Manager may determine to advance the grievance to arbitration. Individual employees may consult with the Business Manager regarding whether arbitration is appropriate, but the final decision as to whether a grievance will be advanced to arbitration must be made by the Business Manager. No individual employee is independently authorized to advance a grievance to arbitration. Should the grievance be advanced to arbitration, the Union Business Manager will provide the Employer written notice of intent to arbitrate within ten (10) working days of receiving the Step 3 hearing decision. The Employer and the Union shall request a panel of impartial arbitrators from the Federal Mediation and Conciliation Service. Within a reasonable time (no more than thirty calendar days) of receiving the panel, the Employer and Union shall meet to select an arbitrator. Selection will be accomplished by alternating “strikes” until one name is left on the list. The Union and employer agree to flip a coin to determine which party will have the first strike. The arbitration hearing shall be scheduled at a mutually agreeable date and time.

The Employer and the Union agree to share equally the costs of requesting the panel and any fees due to the arbitrator.

Section 4.2: It shall be the responsibility of the employee to properly and promptly respond to the procedure herein itemized. Grievances not raised by employees within the time limitations stated shall not be considered. Furthermore, failure on the part of either party to promptly respond to the procedures outlined herein shall result in the grievance being disposed of in favor of the non-defaulting party. However, any deadlines to which this section applies may be extended by mutual agreement of the parties.

Section 4.3: It is mutually agreed that a representative of the Union and a representative of the Employer shall meet quarterly, as needed, to discuss other matters of concern or interest to either party that may, from time to time, arise.

ARTICLE 5 – DIVISIONAL SENIORITY

Section 5.1: The Street Division shall maintain seniority lists for each Job Classification and for bargaining unit seniority. If Job Classification seniority is equal, then bargaining unit seniority shall be used.

ARTICLE 6 – PROMOTIONS

Section 6.1: The provisions of this Article are supplemental to the promotional section of the bargaining unit agreement.

Section 6.2: Employees employed as Equipment Operator I's or II's who are seeking promotion to the next level of Equipment Operator (e.g. Equipment Operator II to Equipment Operator III) must be certified by the Department as being qualified to operate the equipment required to be operated for the promoted Equipment Operator position. Once those employees have been certified then selection for those vacant Equipment Operator II or III positions shall be

governed by the seniority of the qualified (certified) employees.

Section 6.3: Within the Street Division, if the Union, Employer and employees agree, transfer from one Section or Job Classification to another may occur provided that employees are of equivalent classifications and the employees are immediately able to perform the assigned duties.

Section 6.4: A committee consisting of equal members of employer and the union will be formed to discuss operational improvements and career and professional development including, but not limited to, education, certification, testing and training and to make recommendations to the parties relating to these areas. The union shall appoint its members to the committee.

ARTICLE 7 - OVERTIME

Section 7.1: The provisions of this Article are supplemental to the overtime section of the bargaining unit agreement.

Section 7.2: Specially scheduled overtime within the Street Division shall be offered to all Street Division employees based upon their seniority within their Division as defined in Article 5 provided that the employee is qualified to perform the overtime work. Hold over or call-in early overtime either immediately preceding or immediately following an employee's shift shall be offered by seniority within the District/Section within which the overtime occurs, or if the overtime exists within a job classification which does not have an assigned district, the overtime shall be offered by seniority within the job classification. When Street Division employees are forced to work specially scheduled overtime, it shall be assigned to employees in reverse seniority and by job classification. When Street Division employees are forced to work hold over or call-in early overtime, the overtime shall be assigned by reverse seniority by district, or if the overtime occurs within a job classification which is not assigned to a district, by reverse seniority within the job

classification.

Section 7.3. Employees, who volunteer for overtime to work special events which are scheduled at least one month prior to such event, must report to work as scheduled unless they are excused by a supervisor at least 48 hours prior to the time they are scheduled to work.

Section 7.4. Employees who are off on paid leave other than pre-arranged vacation, except in cases of an emergency, shall not be eligible for overtime.

ARTICLE 8 – COMPENSATION

Section 8.1: Rates of Pay. Pay increases for 2023 shall be determined through the parties continued negotiations pursuant to Section 6.4 of this addendum, but in no event shall an employee receive less than a 3% pay increase for calendar year 2023. Rates of pay shall be as provided below:

<u>Classification</u>	1/1/2020	1/1/2022	1/1/2023
General Laborer / Traffic Tech I / Flare Tech I	\$19.41	\$20.18	TBD
Equipment Operator I	\$20.51	\$21.33	TBD
Equipment Operator II / Traffic Tech II / Flare Tech II	\$21.97	\$22.84	TBD
Equipment Operator III / Traffic Tech III	\$22.80	\$23.71	TBD
Equipment Operator IV / Traffic Tech IV / Concrete Specialist	\$23.38	\$24.31	TBD
Equipment Operator V	\$25.93	\$26.96	TBD

ADDENDUM B - PARKS

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PARKS ADDENDUM

ARTICLE 1 - WORKING TIME

Section 1.1: Standard Work Week

The standard work week for regular full-time employees shall be forty (40) hours, within a consecutive seven (7) day period with two (2) consecutive days off, except where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

The use of summer time hours from Memorial Day through Labor Day will be at the employer's discretion. Use of summer hours does not constitute a change of schedule.

Section 1.2: Standard Work Day

Except during shift or job change periods, a standard work day for regular full-time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch as provided in the following Sections and except where alternative work schedules have been assigned.

Employees assigned to snow removal operations are assigned to two 12-hour shifts – “A” shift and “B” shift. Employees shall bid for these shifts on a seniority basis. These shifts shall rotate from month to month during the winter storm season alternating from day and night time assignments. The Employer has the right to split employees' regularly scheduled shifts during snow removal operations – i.e. employee works either the first half or the second half of their shift while being released from work for the other half of the shift. During split shift operations, employee's may elect to receive compensation for the half of their regularly scheduled shift from which they are released through the use of accumulated vacation, longevity or personal leave. Any hours worked during snow removal operations outside of the hours of an employee's regularly

scheduled shift shall be at the overtime rate of time and one-half.

Section 1.3: Meal Period

The parties agree that the following provisions shall govern employees' meal period during normal working hours.

- a. Lunch periods shall be taken as follows:

Day Shift: 11:30 a.m. to 12:00 noon

At the beginning of lunch period, those employees who have not brought their lunch shall proceed directly to the nearest establishment providing food, make a purchase of food, and proceed to an area designated by their supervisor as an eating area.

Employees will be allowed up to a maximum of fifteen (15) minutes "transportation time" for this purpose. Employees will then be allowed thirty (30) minutes to eat.

In no event, shall transportation time plus lunch period exceed forty-five (45) minutes from the time employees are released for lunch.

- b. Field employees shall be permitted the use of UG vehicles for this purpose, provided that they are not parked in or on private property so as to obstruct or hinder other clientele of the establishment.

- c. Employees who take their lunch break at their place of residence will clock out before leaving for the lunch break and will clock back in upon returning to work. Such employees are not permitted to use UG vehicles over their lunch break.

- d. If normal lunch periods cannot be taken due to job responsibilities, employees shall first notify and receive permission from the superintendent before proceeding to lunch.

- e. Employees actively engaged in snow removal shall eat their meals while they are working and shall not be given an assigned meal break.

Section 1.4: Rest Periods

Employees will be allowed not to exceed two (2) ten (10) minute rest breaks (one each morning and one each afternoon) per normal working day. Rest breaks shall not be taken in conjunction with the employee's lunch period. Rest breaks shall be limited to the job site,

whenever possible.

Section 1.5: Fixed Evening Shift and Weekend Shift workers on the evening shift and weekend shift employees who successfully bid upon or who are assigned on an evening or weekend shift shall receive sixty-five cents (65¢) per hour shift differential pay for all hours worked and all paid leave.

Section 1.6: Employees who have reported for duty at their normal shift starting time, but are not allowed to start to work, shall receive a minimum of two (2) hours pay. These employees shall, whenever possible, be notified within one (1) hour after their normal shift starting time whether they will be allowed to start to work. This show-up time shall be offered, initially, on a voluntary basis at the discretion of the Division Head.

ARTICLE 2 - HEALTH AND SAFETY

Section 2.1: All employees covered by this Memorandum shall comply with all safety rules and manuals and traffic regulations of the UG and safety rules relating specifically to their respective department/division.

Section 2.2: The Employer shall see to it that each crew is provided with necessary health and safety equipment, including rain gear, and the employees shall be responsible for the return of all equipment. It shall be the employee's responsibility to care for all such equipment, normal wear and tear excepted. The equipment may be replaced by the Employer only upon the employee returning the equipment and the UG being satisfied that the equipment needs to be replaced due to normal wear and tear.

ARTICLE 3 - UNION-EMPLOYER SAFETY COMMITTEE

Section 3.1: It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best

interest of the UG, the Union, employees and citizens of the Unified Government that equipment should be operated properly and safely at all times, and that all reasonable safety precautions and devices should be utilized at all times. In the furtherance of this policy, a joint Union-Employer safety committee is established.

Section 3.2: Safety rules and regulations may be recommended by the Safety Committee to the Deputy Director of Public Works or his designee and he or she shall have the right to adopt, reject or revise said rules or regulations promulgated until they are approved by the Deputy Director of Public Works. Said rules and regulations shall cover personal protection, conduct of employees, work standards, equipment, appurtenances and sanctions for willful disregard or omissions.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1: The term "grievance" as used in this Memorandum shall be any dispute, disagreement, or difference between an employee and the UG as to the meaning of any terms or provisions of this Memorandum and as to the manner in which these provisions are applied. In this Article, all references to "days" specifically mean business days which are Mondays through Fridays and excludes all holidays as identified in this Memorandum.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board, the Union may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The Union's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Grievances are to be processed and/or settled in accordance with the following:

Step 1: The employee or the employee's Union representative, raising the grievance shall present it to the employee's immediate supervisor in writing, within five (5) working days from the time the grievance occurred or became known. Otherwise, it need not be considered. The supervisor shall provide the employee and the employee's Union representative with a written response no more than 5 days after the grievance has been presented to the supervisor.

Step 2: If the grievance is not resolved at Step 1, it shall be submitted in writing to the respective division head within five (5) working days of receipt of the Supervisor's response in Step 1. The division head or her representative or designee shall provide the employee or a steward with a written response to the grievance no more than five (5) working days after presentation of the grievance as set forth in this Step.

Step 3: If the grievance is not resolved at Step 2, the employee or Union Steward shall notify the Union Business Manager of his dissatisfaction and shall request, in writing, a review of the grievance by the Director of Parks and Recreation or her designee. The Union Business Manager shall make a formal request, in writing, to the Director of Public Works, for a Step 3 hearing on the grievance. Requests for a Step 3 hearing must be submitted within five (5) working days of the Division Head's response in Step 2. The Director of Public Works, or his designee, shall schedule a hearing within fifteen (15) days of the receipt of the request for review of grievance. If the grievance is not scheduled within fifteen (15) days of the receipt of the request for review of the grievance, the grievance shall be disposed of in favor of the union. The Director of Public Works, or his designee, shall render a

decision on the matter within thirty (30) working days of the Step 3 hearing. If the decision is not rendered within 30 working days, the grievance shall be disposed of in favor of the union. These deadlines may be extended by mutual agreement of the Employer and the Union.

Step 4: If the grievance is not resolved at Step 3, the Union Business Manager may determine to advance the grievance to arbitration. Individual employees may consult with the Business Manager regarding whether arbitration is appropriate, but the final decision as to whether a grievance will be advanced to arbitration must be made by the Business Manager. No individual employee is independently authorized to advance a grievance to arbitration. Should the grievance be advanced to arbitration, the Union Business Manager will provide the Employer written notice of intent to arbitrate within ten (10) working days of receiving the Step 3 hearing decision. The Employer and the Union shall request a panel of impartial arbitrators from the Federal Mediation and Conciliation Service. Within a reasonable time (no more than thirty calendar days) of receiving the panel, the Employer and Union shall meet to select an arbitrator. Selection will be accomplished by alternating “strikes” until one name is left on the list. The Union and employer agree to flip a coin to determine which party will have the first strike. The arbitration hearing shall be scheduled at a mutually agreeable date and time. The Employer and the Union agree to share equally the costs of requesting the panel and any fees due to the arbitrator.

Section 4.2: It shall be the responsibility of the employee to properly and promptly respond to the procedure herein itemized. Grievances not raised by employees within the time limitations

stated shall not be considered. Furthermore, failure on the part of either party to promptly respond to the procedures outlined herein shall result in the grievance being disposed of in favor of the non-defaulting party. However, any deadlines to which this section applies may be extended by mutual agreement of the parties.

Section 4.3: It is mutually agreed that a representative of the Union and a representative of the Employer shall meet quarterly, as needed, to discuss other matters of concern or interest to either party that may, from time to time, arise.

ARTICLE 5: PROMOTIONS

Section 5.1: The provisions of this Article are supplemental to the promotions provisions within the bargaining unit agreement.

Section 5.2: Additional Qualification for Promotion to Groundskeeper II, III and IV.

Employees employed as Groundskeeper I's, II's or III's who are seeking promotion to the next level of Groundskeeper (e.g. Groundskeeper II to Groundskeeper III) must be certified by the Department as being qualified to operate the equipment required to be operated for the promoted Groundskeeper position. Once those employees have been certified then selection for those vacant Groundskeeper II, III or IV positions shall be governed by the seniority of the qualified (certified) employees.

Section 5.3: A committee consisting of equal members of employer and the union will be formed to discuss operational improvements and career and professional development including, but not limited to, education, certification, testing and training and to make recommendations to the parties relating to these areas. The union shall appoint its members to the committee.

ARTICLE 6 - OVERTIME

Section 6.1: The provisions of this Article are supplemental to the overtime section of the

bargaining unit agreement.

Section 6.2: Specially scheduled overtime within the Parks Division shall be offered to all Parks Division employees based upon their seniority within their job classification as defined in Article 5 regardless of the nature or location of the overtime. Hold over or call-in early overtime either immediately preceding or immediately following an employee's shift shall be offered by seniority within the District/Section within which the overtime occurs, or if the overtime exists within a job classification which does not have an assigned district, the overtime shall be offered by seniority within the job classification. When Parks Division employees are forced to work specially scheduled overtime, it shall be assigned to employees in reverse seniority and by job classification. When Parks Division employees are forced to work hold over or call-in early overtime, the overtime shall be assigned by reverse seniority by district, or if the overtime occurs within a job classification which is not assigned to a district, by reverse seniority within the job classification.

Section 6.3. Employees, who volunteer for overtime to work special events which are scheduled at least one month prior to such event, must report to work as scheduled unless they are excused by a supervisor at least 48 hours prior to the time they are scheduled to work.

Section 6.4. Employees who are off on paid leave, except in cases of an emergency, shall not be eligible for overtime.

ARTICLE 7 - COMPENSATION

Section 7. 1: Rates of Pay. Pay increases for 2023 shall be determined through the parties continued negotiations pursuant to Section 5.3 of this addendum, but in no event shall an employee receive less than a 3% pay increase for calendar year 2023. Rates of pay shall be as provided below:

Classification	1/1/2020	1/1/2022	1/1/2023
Groundskeeper	\$19.41	\$20.18	TBD
Groundskeeper I / Horticulturalist I	\$20.51	\$21.33	TBD
Groundskeeper II / Horticulturalist II / Park Maintenance Tech I / Building and Grounds Specialist	\$21.97	\$22.84	TBD
Groundskeeper III / Horticulturalist III / Park Maintenance Tech II	\$22.80	\$23.71	TBD
Groundskeeper IV / Horticulturalist IV / Park Maintenance Tech III	\$23.38	\$24.31	TBD
Groundskeeper V / Horticulturalist V / Park Maintenance Tech IV	\$25.93	\$26.96	TBD

ADDENDUM C - FLEETS

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FLEETS ADDENDUM

ARTICLE 1 - WORKING TIME

Section 1.1: Standard Work Week

The standard work week for regular full-time Fleet employees shall be forty (40) hours, within a consecutive seven (7) day period with two (2) consecutive days off, except where operational needs require otherwise. As a standard, Fleet's scheduled to work week is a Monday through Friday schedule.

The use of summertime hours from Memorial Day through Labor Day will be at the employer's discretion. Use of summer hours does not constitute a change of schedule. All shifts will be chosen by seniority.

Section 1.2: Standard Work Day

A standard workday for regular full-time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch as provided in the following sections and except where alternative work schedules have been assigned. In Fleet Maintenance, employees will only be required or forced to work a maximum of sixteen (16) hours in a twenty-four (24) hour period during emergencies.

Employees assigned to snow removal operations are assigned to two 12-hour shifts – "A" shift and "B" shift. Employees shall bid for these shifts on a seniority basis. These shifts shall rotate from storm to storm during the winter storm season alternating from day and night time assignments. The Employer has the right to split employees' regularly scheduled shifts during snow removal operations – i.e. employee works either the first half or the second half of their shift while being released from work for the other half of the shift. During split shift operations,

employee's may elect to receive compensation for the half of their regularly scheduled shift from which they are released through the use of accumulated vacation, longevity or personal leave. Any hours worked during snow removal operations outside of the hours of an employee's regularly scheduled shift shall be at the overtime rate of time and one-half.

Section 1.3: Meal Period

30 Min lunch periods plus fifteen (15) minutes of travel time will be staggered to allow uninterrupted services to our customers between 11:00 – 1:00.

Section 1.4: Rest Periods

Employees will be allowed two (2) ten (10) minute rest breaks (one each morning and one each afternoon) per normal working day. Rest breaks shall not be taken in conjunction with the employee's lunch period.

ARTICLE 2 - UNION-MANAGEMENT SAFETY COMMITTEE

Section 2.1: The joint Fleet Union/Management Safety Committee, hereinafter called "Fleet Safety Committee," shall meet quarterly and shall be comprised of the following members: Fleet Manager and/or his/her designee shall be the chairperson of the committee. (4) Four committee members from Fleet Division, one from Heavy, Light, Set-up and Parts, and (1) One HR Safety Officer.

Section 2.2: Safety rules and regulations may be recommended by the Safety Committee and ultimately implemented by the Fleet Manager.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1: The term "grievance" as used in this Memorandum shall be any dispute, disagreement, or difference between an employee and the UG as to the meaning of any terms or provisions of this Memorandum and as to the manner in which these provisions are applied.

Under all circumstances every effort should be taken to settle all disputes. The employee and manager should meet together and discuss the disagreement in detail. The employee is permitted to request that a union representative be present.

In this Article, all references to “days” specifically mean business days which are Mondays through Fridays and excludes all holidays as identified in this Memorandum.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board, the Union may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The Union's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Grievances are to be processed and/or settled in accordance with the following:

Step 1: The employee raising the grievance shall present it to the employee's immediate supervisor in writing, within five (5) working days from the time the grievance occurred or became known. The grievance must be written in the employee's words and details, including facts, dates, etc. Otherwise, it need not be considered. The supervisor shall provide the employee and the employee's Union representative with a written response no more than 5 days after the grievance has been presented to the supervisor.

Step 2: If the grievance is not resolved at Step 1, it shall be submitted in writing to the respective division head within five (5) working days of receipt of the Supervisor's response in Step 1. The division head or her representative or designee shall provide the employee or a steward with a written response to the grievance no more than five (5) working days after presentation of the grievance as set forth in this

Step.

Step 3: If the grievance is not resolved at Step 2, the employee or Union Steward shall notify the Union Business Manager of his dissatisfaction and shall request, in writing, a review of the grievance by the Director of Public Works or his designee. The Union Business Manager shall make a formal request, in writing, to the Director of Public Works, for a Step 3 hearing on the grievance. Requests for a Step 3 hearing must be submitted within five (5) working days of the Division Head's response in Step 2. The Director of Public Works, or his designee, shall schedule a hearing within fifteen (15) days of the receipt of the request for review of grievance. If the grievance is not scheduled within fifteen (15) days of the receipt of the request for review of the grievance, the grievance shall be disposed of in favor of the union. The Director of Public Works, or his designee, shall render a decision on the matter within thirty (30) working days of the Step 3 hearing. If the decision is not rendered within 30 working days, the grievance shall be disposed of in favor of the union. These deadlines may be extended by mutual agreement of the Employer and the Union.

Step 4: If the grievance is not resolved at Step 3, the Union Business Manager may determine to advance the grievance to arbitration. Individual employees may consult with the Business Manager regarding whether arbitration is appropriate, but the final decision as to whether a grievance will be advanced to arbitration must be made by the Business Manager. No individual employee is independently authorized to advance a grievance to arbitration. Should the grievance be advanced to arbitration, the Union Business Manager will provide the Employer written

notice of intent to arbitrate within ten (10) working days of receiving the Step 3 hearing decision. The Employer and the Union shall request a panel of impartial arbitrators from the Federal Mediation and Conciliation Service. Within a reasonable time (no more than thirty calendar days) of receiving the panel, the Employer and Union shall meet to select an arbitrator. Selection will be accomplished by alternating “strikes” until one name is left on the list. The Union and employer agree to flip a coin to determine which party will have the first strike. The arbitration hearing shall be scheduled at a mutually agreeable date and time. The Employer and the Union agree to share equally the costs of requesting the panel and any fees due to the arbitrator.

Section 3.2: It shall be the responsibility of the employee to properly and promptly respond to the procedure herein itemized. Grievances not raised by employees within the time limitations stated shall not be considered. Furthermore, failure on the part of either party to promptly respond to the procedures outlined herein shall result in the grievance being disposed of in favor of the non-defaulting party. However, any deadlines to which this section applies may be extended by mutual agreement of the parties.

Section 3.3: It is mutually agreed that a representative of the Union and a representative of the Employer shall meet quarterly, as needed, to discuss other matters of concern or interest to either party that may, from time to time, arise.

ARTICLE 4: WORK ASSIGNMENTS

Section 4.1: All employees covered by the Fleet Maintenance Division shall consist of four (4) separate sections: Heavy Maintenance, Light Maintenance, Parts Room and Special Set Up. Each separate section will maintain a separate seniority list which will be used for vacation,

overtime, job bidding or promotions. Sections shall be allowed to interchange employees in emergency situations. Emergency shall be defined as to guarantee the safety and productivity of the citizens of the Unified Government.

ARTICLE 5: PROMOTIONS

Section 5.1: The provisions of this Article are supplemental to the promotional section of the bargaining unit agreement.

Section 5.2: A committee consisting of equal members of employer and the union will be formed to discuss operational improvements and career and professional development including, but not limited to, education, certification, testing and training and to make recommendations to the parties relating to these areas. The union shall appoint its members to the committee.

ARTICLE 6: COMPENSATION

Section 6.1: Rates of Pay. Pay increases for 2023 shall be determined through the parties continued negotiations pursuant to Section 5.2 of this addendum, but in no event shall an employee receive less than a 3% pay increase for calendar year 2023. Rates of pay shall be as provided below:

Classification	1/1/2020	1/1/2022	1/1/2023
Fleet Service Worker	\$19.41	\$20.18	TBD
Equipment Repair Specialist	\$21.97	\$22.84	TBD
Fleet Maintenance Tech I / Parts Clerk	\$23.38	\$24.31	TBD
Fleet Maintenance Tech II - Light	\$25.93	\$26.96	TBD
Fleet Maintenance Tech II – Heavy	\$26.88	\$27.95	TBD
Lead Fleet Maintenance Tech	\$30.48	\$31.69	TBD

Section 6.2: Certification Pay. The following position classifications shall receive additional hourly compensation for holding the below number of identified certifications. These additions to base pay are not cumulative or stackable.

a). Technician Certification Pay.

Fleet Maintenance Tech I, II-L, II-H and Leads Techs who possess and maintain the number of certifications identified below shall receive the identified additional pay per hour associated with their certification level.

Certifications	Addition to Hourly Rate
Two (2) ASE	\$0.80 / hr.
Four (4) ASE	\$1.50 / hr.
Six (6) ASE	\$2.00 / hr.
Eight (8) ASE, Master Mechanic	\$2.50 / hr.
Eight (8) ASE, Master Mechanic, Three (3) EVT	\$4.00 / hr.

b). Welder Certification Pay.

Welder's who possess and maintain the number of certifications identified below shall receive the identified additional pay per hour associated with their certification level.

<u>Certifications</u>	<u>Addition to Hourly Rate</u>
Welding Technology A	\$2.00 / hr.
Welding Technology B	\$4.00 / hr.

c). Parts Clerk.

Clerk I and IIs who possess and maintain the number of certifications identified below shall

receive the identified additional pay per hour associated with their certification level.

<u>Certifications</u>	Addition to Hourly Rate
ASE P1, P2 & P4 Parts Specialist	\$2.00 / hr.
ASE P1, P2 & P4 Parts Specialist and KCKCC Extraordinary Customer Service Training	\$4.00 / hr.

d). Certification Costs. If applicable, the employer will pay for two tests at each level. If the employee needs to take more than two tests at a given level, the employee is required to pay for the additional test. All cost involved, with exception of test costs, will be the responsibility of the employee. All training will be done during the employee's off-duty hours. All certifications are the employees responsibly for keeping current. If certifications are not maintained, the employee will not be paid for the additional wages.

Section 6.3: The UG will provide a tool allowance to all new employees that have completed the requirements of a Tech I and existing employees as of Jan 1, 2021. The amount of \$800.00 per year. Tool allowances shall be payable after the first quarter of the calendar year. Employees shall provide receipts demonstrating that the tool allowance was expended on tools which are related to the performance of the employee's job duties. Tool allowances shall be payable after the first quarter of the calendar year on a separate check.

ARTICLE 7: EMERGENCY VEHICLE TECHNICIAN

Section 7.1: Emergency Vehicle Technician (EVT) is a program to offer service solutions after hours to customers of the Fleet Department that supply vital services to our community. There will be (1) one Heavy-EVT and (1) one Light-EVT at all times. EVT on-call work schedule will be a Thursday morning to Thursday morning rotation. Scheduling for each week will be done by seniority in January. Each EVT tech will be guaranteed an extra (4) four hours for the week,

regardless if they have a call out or not. As part of that guaranteed (4) four hours, one tech must come to fleet on Saturday and the other on Sunday to perform assigned work duties. Additionally, one tech must come to fleet on holidays to perform assigned work duties.

Section 7.2 An employee may be asked to stay over their normal workday to complete a specific job. Seniority will not be a factor in this request, rather the employee that was performing the task.

Section 7.3 It is within the sole discretion of the UG to determine when employees working overtime should be released from work or replaced by other employees.

ADDENDUM D - TRANSIT

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TRANSIT ADDENDUM

ARTICLE 1 - WORKING TIME

Section 1.1: Standard Work Week

The standard work week for regular full-time employees shall be forty (40) hours, within a consecutive seven (7) day period with two (2) consecutive days off, except where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

Section 1.2: Standard Work Day

Except during shift or job change periods, a standard work day for regular full-time employees shall consist of eight (8) hours in a twenty-four (24) hour period.

The Employer has the right to split shifts for the employee assigned to e-commerce express service. The parties may evaluate additional positions for splitting of shifts during the term of this MOU.

Section 1.3: Meal Period

Transit Division Employees shall eat their meals while they are working and shall not be given an assigned meal break.

Section 1.4: When employees are required to remain at work during inclement weather, they shall not be required to jeopardize their safety or health in order to provide services to the public.

ARTICLE 2 - PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Section 2.1: The Federal Transit Administration (FTA) requires the development of a Public Transportation Agency Safety Plan based on the Safety Employer System approach. Operators of public transportation systems will be required to implement the safety plan. The

development and implementation of a safety plan will help ensure that public transportation systems are safe nationwide.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1: The term "grievance" as used in this Memorandum shall be any dispute, disagreement, or difference between an employee and the UG as to the meaning of any terms or provisions of this Memorandum and as to the manner in which these provisions are applied. In this Article, all references to "days" specifically mean business days which are Mondays through Fridays and excludes all holidays as identified in this Memorandum.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board, the Union may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The Union's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Grievances are to be processed and/or settled in accordance with the following:

Step 1: The employee or the employee's Union representative, raising the grievance shall present it to the department head in writing, within five (5) working days from the time the grievance occurred or became known. Otherwise, it need not be considered. The department head shall provide the employee and the employee's Union representative with a written response no more than 5 days after the grievance has been presented to the department head.

Step 2: If the grievance is not resolved at Step 1, the employee or Union Steward shall notify the Union Business Manager of his dissatisfaction and shall request, in writing, a review of the grievance by the Director of Public Works or his designee.

The Union Business Manager shall make a formal request, in writing, to the Director of Public Works, for a Step 2 hearing on the grievance. Requests for a Step 2 hearing must be submitted within five (5) working days of the Division Head's response in Step 1. The Director of Public Works, or his designee, shall schedule a hearing within fifteen (15) days of the receipt of the request for review of grievance. If the grievance is not scheduled within fifteen (15) days of the receipt of the request for review of the grievance, the grievance shall be disposed of in favor of the union. The Director of Public Works, or his designee, shall render a decision on the matter within thirty (30) working days of the Step 2 hearing. If the decision is not rendered within 30 working days, the grievance shall be disposed of in favor of the union. These deadlines may be extended by mutual agreement of the Employer and the Union.

Step 3: If the grievance is not resolved at Step 2, the Union Business Manager may determine to advance the grievance to arbitration. Individual employees may consult with the Business Manager regarding whether arbitration is appropriate, but the final decision as to whether a grievance will be advanced to arbitration must be made by the Business Manager. No individual employee is independently authorized to advance a grievance to arbitration. Should the grievance be advanced to arbitration, the Union Business Manager will provide the Employer written notice of intent to arbitrate within ten (10) working days of receiving the Step 2 hearing decision. The Employer and the Union shall request a panel of impartial arbitrators from the Federal Mediation and Conciliation Service. Within a reasonable time (no more than thirty calendar days) of receiving the panel, the

Employer and Union shall meet to select an arbitrator. Selection will be accomplished by alternating “strikes” until one name is left on the list. The Union and employer agree to flip a coin to determine which party will have the first strike. The arbitration hearing shall be scheduled at a mutually agreeable date and time. The Employer and the Union agree to share equally the costs of requesting the panel and any fees due to the arbitrator.

Section 3.2: It shall be the responsibility of the employee to properly and promptly respond to the procedure herein itemized. Grievances not raised by employees within the time limitations stated shall not be considered. Furthermore, failure on the part of either party to promptly respond to the procedures outlined herein shall result in the grievance being disposed of in favor of the non-defaulting party. However, any deadlines to which this section applies may be extended by mutual agreement of the parties.

Section 3.3: It is mutually agreed that a representative of the Union and a representative of the Employer shall meet quarterly, as needed, to discuss other matters of concern or interest to either party that may, from time to time, arise.

ARTICLE 4 – WORK ASSIGNMENTS

Section 4.1: All shifts in the Transit Department, including relief drivers, shall be selected or assigned by seniority by job classification on a quarterly basis.

ARTICLE 5 – DIVISION SENIORITY

Section 5.1: The Transit Division shall maintain seniority lists for each Section. Such Sectional seniority shall be used for vacation scheduling and overtime. The Employer shall be permitted to utilize personnel from outside of a Section as the Employer determines necessary to meet staffing needs. Employer agrees that prior to utilizing a dispatcher to perform driver overtime

that the Employer shall first offer such driver overtime to available relief drivers.

ARTICLE 6 – OVERTIME

Section 6.1 – The provisions of this Article are supplemental to the overtime provisions of the bargaining unit agreement.

Section 6.2: Employees, who are scheduled for overtime on a holiday, must report to work as scheduled unless they are excused by a supervisor at least 48 hours prior to the time they are scheduled to work.

Section 6.3: Transit Department employees shall be offered overtime on a seniority basis, based upon availability. “Availability” is defined as immediately available without interfering with an assigned route. An assigned route shall not be vacated to work overtime in a different bid category except as may be permitted solely within the discretion of employer.

Section 6.4: In the event there are no volunteers to work an overtime shift, the Employer may force overtime in the order of reverse seniority which may result in the employee working sixteen (16) hours.

ARTICLE 7 – PROMOTIONS

Section 7.1: The provisions of this Article are supplemental to the promotional section of the bargaining unit agreement.

Section 7.2: A committee consisting of equal members of employer and the union will be formed to discuss operational improvements and career and professional development including, but not limited to, education, certification, testing and training and to make recommendations to the parties relating to these areas. The union shall appoint its members to the committee.

ARTICLE 8 - COMPENSATION

Section 8. 1: Rates of Pay. Pay increases for 2023 shall be determined through the parties continued negotiations pursuant to Section 7.2 of this addendum, but in no event shall an employee receive less than a 3% pay increase for calendar year 2023. Rates of pay shall be as provided below:

Classification	1/1/2020	1/1/2022	1/1/2023
Transit Operator	\$19.60	\$22.40	TBD
Lead Transit Operator	\$21.97	\$25.08	TBD
Dispatcher I	\$19.41	\$20.18	TBD
Dispatcher II	\$20.51	\$21.33	TBD

Section 8.2: Premium pay for Transit Drivers. Transit Drivers who, through a bid position, operate a bus that has a manufacturer's GVWR (Gross Vehicle Weight Rating) in excess of 14,500 pounds on behalf of the Transit Division will receive premium pay in the amount of 75 cents per hour when operating such buses. Transit drivers who temporarily operate a bus that has a manufacturer's GVWR (Gross Vehicle Weight Rating) in excess of 14,500 pounds will be entitled to step up pay as set forth in Section 17.1.