

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

and

**THE UNITED FOOD & COMMERCIAL WORKERS
DISTRICT UNION LOCAL TWO
POLICE COMMUNICATIONS UNIT**

TERM OF THE AGREEMENT

JANUARY 1, 2023 - DECEMBER 31, 2025

UNIFIED GOVERNMENT - LOCAL 2
MEMORANDUM
2023-2025

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MEMORANDUM OF UNDERSTANDING

Whereas, the parties hereto desire to maintain a harmonious relationship, to advance mutual interests in the preservation of public safety, law and order; to promote standards and conditions of employment for Police Communications Unit (hereinafter referred to as "Division") of the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as "UG"); to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards of wages, hours, benefits and other conditions of employment.

Now therefore, in consideration of mutual covenants and agreements hereinafter contained, UG and the Union hereby agree as follows:

ARTICLE I - RECOGNITION

§ 1.1 Recognition

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter "UG") and the Kansas City, Kansas Police Department of UG (hereinafter the "Department") recognize and acknowledge Local 2, of the United Food & Commercial Workers International Union, (hereinafter the "Union") as the exclusive bargaining representative for all full-time and regular part-time Police Dispatchers and 911 Call Operators within the Police Communications Unit employed by the Department for the purpose of negotiating collectively with UG and Department pursuant to the Public Employee Relations Act of the State of Kansas, with respect to wages, hours, benefits and other terms and conditions of employment. The recognition herein afforded extends only to those classifications of employees which are in the bargaining unit for which the Union received certification as exclusive bargaining representative by the Public Employee Relations Board in Unit Certification Case No. 75-UC-5-1979. Excluded from the representation

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herein afforded are all sworn officers, all Police Cadets of UG's Police Department, all positions represented by the IAFF, Local 64, confidential and supervisory employees of UG.

ARTICLE II - UNION STATUS AND RIGHTS

§ 2.1 Right of Organization

Employees may have the right to join and participate in the Union for the purpose of this Memorandum.

§ 2.2 Right of Representation

Employees shall have the right to be represented by the Union to negotiate collectively with UG, in the determination of their wages, hours, terms and conditions of employment, and the administration of grievances. UG and Union recognize the Union's duty to represent all the employees in the Division fairly and effectively.

§ 2.3 Dues Deductions

UG agrees to deduct Union dues from the employee's earnings, providing that the following procedure is followed:

- (1) Employees shall individually furnish to UG written authorizations for UG to deduct Union dues from the individual employee's earnings; said authorizations shall be in compliance with K.S.A. 44-808(5). Employees may revoke the authorization by giving thirty (30) days written notice to the Employer and the Union at the end of any year of the life of the authorization.
- (2) When provided with the proper written authorizations UG shall deduct the appropriate Union dues from the wages of employees in the bargaining unit.
- (3) Such dues deductions made by UG will be transmitted to the Union at the

address designated, on or before the last day of the month following their deduction.

- (4) The Union shall refund promptly any such dues found to have been improperly deducted and transmitted to the Union.

§ 2.4 Union Business

A. UG agrees that the Chief Steward and the respective Shift Stewards in the Chief Steward's absence, or the Business Agent of the Union may conduct Union business during regular working hours in accordance with Section 2.8 of this Memorandum. In the absence of the Chief Steward, the respective Shift Steward will have the same authority to conduct Union business as the Chief Steward, provided, that the Communications Commander or in his/her absence the Shift Supervisor on duty shall be notified and shall consent when Union business may be conducted. Provided, further, the Communications Commander or in his/her absence the Shift Supervisor on duty must give their consent for the Business Agent to enter the Dispatch Room.

B. All Bargaining Unit employees involved in collective bargaining negotiations will be compensated for actual hours of work missed by the Union. All hours paid to Bargaining Unit employees by the Union will be counted as time worked for the UG for the purposes of accrual of benefits, with the exception of overtime.

§ 2.5 Bulletin Boards

The Union shall have the privilege of the use of an existing bulletin board in the designated area of the Police Dispatch Center for the purpose of posting notices of its legitimate activities. All Union notices so posted shall contain the date, an appropriate letterhead which clearly indicates that the notice relates to activities of the Union and shall be submitted to the

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office of the Communications Commander, prior to its posting. It shall be the responsibility of the Communications Commander, Shift Supervisor, Chief Steward or alternate Steward of the Union to remove notices which are outdated or unauthorized.

§ 2.6 Conferences

The duly elected and designated representatives of the Union may attend state or national conferences of his/her organization or attend educational conferences or classes in which his/her organization participates or sponsors by the use of a bank of fifty (50) working days with pay, provided, that such employee's absence is approved in writing within the discretion of the Communications Commander.

UG and the Union are in agreement that it is in the best interest of the employees and the Department that employees participate in professional, educational, and training courses that are work related. The Department shall make known certain job related courses, when they become available, and may designate certain employees to attend. When employees become aware of job related courses, they may submit the information concerning the same, along with a written application to attend, to the Communications Commander.

§ 2.7 Personnel File

Employees shall have the right upon written request to review the contents of their personnel file in the presence of a representative of UG. Copies of documents within the employee's file may be furnished upon written request by the employee and payment.

§ 2.8 Stewards' Responsibilities.

A. Stewards' Authority.

The authority of the Chief Steward or Shift Stewards so designated by the Union, shall be

but not limited to the following duties and activities.

- 1) the investigation of grievances in accordance with the provisions of this memorandum.
- 2) the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing is not in violation of Article XII regarding strikes and lockouts.

B. Stewards' Activities.

Stewards shall be permitted reasonable time to investigate and process grievances without loss of pay during regular working hours, providing enough personnel remain on duty to provide adequate division operations. Time spent on union activities or representation of members outside of any steward's normal work hours shall not be considered time spent in the employ of UG or the Division. The Stewards shall not absent themselves from their assigned posts without the permission of their supervisor. Any reasonable request shall be granted provided it does not interfere with efficient operation of the division.

C. Prohibited Conduct.

The Stewards shall have no authority to take strike action or any other action interrupting the Division's operation. In the event of such action by the Stewards, they shall be subject to proper discipline.

D. Number of Stewards.

There shall be one (1) Chief Steward and one (1) Secretary for the Division and there shall also be one (1) Steward per shift appointed by UFCW Local No. 2. The Stewards' names

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shall be furnished to the Communications Commander. The respective Shift Stewards shall only function in this capacity in the absence of the Chief Steward, provided that the Unit Commander is notified of and is aware of the Chief Steward's absence.

ARTICLE III- UNION COOPERATION - MANAGEMENT RIGHTS

§ 3.1 Union Cooperation

The Union and UG have entered into this Memorandum for the purposes of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency and to the end that the Police Dispatchers and UG and the general public may mutually benefit. Consistent with this general purpose, the Union recognizes that an obligation rests upon each Department employee to render honest, efficient and courteous service to UG and its citizens. The Union agrees to cooperate with UG in its efforts to strengthen the good will between the Department and the general public.

The Union recognizes the need for improved methods in providing services to the citizens of UG and agrees to cooperate with UG and the Department in the installation of such methods, in suggesting improved methods in the education of its members and the necessity of such changes and improvements.

§ 3.2 Management Rights

By entering into this Memorandum, UG has agreed to certain specific limitations on its rights to manage the Division of the Department and direct the personnel. However, it is the intention of the parties hereto that UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon. UG has, by certain specific articles of this Memorandum, relinquished a portion of its exclusive management rights

and it is understood that those articles shall supersede the reservation of rights to the extent of the article in conflict.

The exclusive rights of UG, which are not abridged other than by this Memorandum shall include, but are not limited to, its right to determine the existence or nonexistence of facts which are the basis of a management decision; to establish or continue policies, practices and procedures for the conduct of the Department 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 Dispatchers; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to establish and change work schedules and assignments; to determine the facts of lack of work; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency, discipline, suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; to lay-off employees; take actions as may be necessary to carry out the mission of the Department in emergencies; determine the methods, means and personnel by which operations are to be carried on; to unilaterally develop Standard Operating Procedures, Rules and Regulations and Policies 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 UG or Department which are not in conflict with specific provisions of this Memorandum. All management rights, power, authority and functions other than those relinquished by UG in this Memorandum shall remain vested exclusively in UG.

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Neither UG nor the Union through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Memorandum.

ARTICLE IV - NON-DISCRIMINATION

§ 4.1 Non-Discrimination

UG and the Union agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that UG shall not discriminate against any employee with respect to hours, wages or any other term or condition of employment by reason of his/her membership in the collective negotiations with UG or his/her institution of any grievance, complaint or proceeding under this Memorandum with respect to any terms or conditions of employment and that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, creed, national origin, sex, age or disability. When words of gender are used in this Memorandum, the male term shall include the female and the female term shall include the male. The Union recognizes its responsibility as Bargaining Representative and agrees fairly to represent all employees in the Bargaining Unit.

ARTICLE V - PROBATIONARY EMPLOYEES

§ 5.1 Probationary Employees

A new employee shall be considered a probationary employee for the first twelve (12) months of his/her employment. This period may be extended for a time not to exceed ninety (90) days, by the written agreement of the Employer, Employee and Union. Any interruption of employment (leave, sickness, etc.) during the probationary period in excess of four (4) days shall

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not be counted as part of the period. During that time the employees may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum. Prior to a release from training, probationary employees shall be assigned a temporary number for purposes of determining seniority in regard to overtime. Employees shall not accrue seniority until the completion of their probationary period.

ARTICLE VI - SENIORITY

§ 6.1 General

Seniority shall be measured by the amount of continuous service in the Police Department Communications Unit—from the date of hire for those employees hired prior to January 1, 2013, Employees hired after January 1, 2013 shall have their seniority measured from the date that the employee is released from training. Separate seniority lists shall be maintained for Dispatchers, full-time 911 Call Operators, part-time 911 Call Operator As and part-time 911 Call Operator Bs. No Bargaining Unit employee whose seniority was previously established (prior to January 1, 1985) according to the total time served in the employ of UG or Kansas City, Kansas Police Department shall suffer any loss of seniority. Any of the following events shall be considered a break in length of service for seniority and subsequent employment shall be deemed to be new employment.

- (A) Dismissal for just cause.
- (B) Resignation.
- (C) Suspension in excess of forty-five (45) days.
- (D) Failure to report to UG within twenty-four (24) hours of absence from work without good cause.
- (E) Failure to return to work within one (1) week after being recalled by UG by certified mail at the last known address.
- (F) Has been laid off for twelve (12) months or more.
- (G) Has been on general leave of absence for a period of more than four (4) months.

- (H) Permanent disability.
- (I) Retirement.
- (J) Failure to report to UG within twenty-four (24) hours of the expiration of any approved leave of absence, vacation or disciplinary layoff.

The seniority of employees, either from the date of hire or from the date released from training, as applicable, on the same date shall be determined by phone release date for 911 Call Operators and by dispatch release date for Dispatchers. If the release date is the same, seniority shall be determined by CritiCall test scoring. In cases of disputes concerning seniority the Department's records shall govern.

§ 6.2 Annual Bid and Promotions

Bargaining Unit seniority shall govern in annual bidding for shifts and days off. Lead Dispatcher's days off shall be either Thursday, Friday, Saturday or Sunday, Monday, Tuesday. The annual bid shall occur on or before the last pay day in November of any year covered by this Memorandum.

Employees still on probation shall not be eligible to bid but may be assigned to the various shifts as determined by the Department. Probationary employees released from training may be given the courtesy of bidding during annual bid but are still subject to placement by the department until completing their probationary period.

An employee, with prior written approval of the Communications Commander may be allowed to exercise his/her bid rights by proxy. The proxy shall be signed by the employee and shall designate the employee's first three bid choices. One copy of the proxy shall be given to the Chief Steward, who shall exercise it and one copy shall be given to the Communications Commander. The employee proxy bid shall be given to the Chief Union

Steward and Communications Commander no later than twenty-four (24) hours prior to the annual bid day. If such employee is unable to obtain a bid position with any of his/her alternative choices, then he/she shall be assigned to an unbid position by the Communications Commander.

Employees who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The employee shall then be assigned to any unbid position by the Communications Commander.

If an employee is unable to fulfill the position which he/she has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered temporarily vacant and may be filled by the Communications Commander by assignment. If the successfully bidding employee is unable to fulfill the position within sixty (60) calendar days of the job's effective date, then the position shall be considered a permanent vacancy and may be rebid.

The Communications Commander may disqualify applicants for Lead Dispatcher positions if within his/her opinion such applicant does not possess qualifications for such position. The rejected applicant may appeal such rejection to the Bureau Director.

§ 6.3 Permanent Vacancies

- A) Newly hired dispatchers may be assigned to vacant positions on any of the two unit shifts. Once that employee becomes a qualified dispatcher, and ready to work on their own, in accordance with the consensus opinion of the training employee, Shift Supervisor and Communications Commander, then that position being filled by that employee if determined to be permanent, shall be posted within forty-five (45) calendar days of determination of qualification and readiness, for three (3) calendar days and may be filled by bidding among

dispatchers. The most senior, qualified bidding dispatcher shall be awarded the position. Upon award of that bid the successful bidder's former position may be filled by the same procedure. This procedure shall continue until there are no bidders for the permanent vacancies so created. At that time, the remaining vacant position(s) shall be filled by assignment of the Communications Commander from the least senior but qualified dispatcher assigned to that shift. Successful bidders shall not receive overtime payment for working more than the basic work week when he/she changes his/her days off.

- B) Permanent vacancies occurring between annual bids, within the position of Lead Dispatcher, shall be filled in accordance with Section 6.2 - Annual Bids and Promotions. Such vacancies shall be open to qualified dispatchers on all shifts.
- C) Permanent dispatcher vacancies occurring between annual bids which are not abolished by the U.G. shall be bid in accordance with Section 6.2 – Annual Bid and Promotions – provided that such bid shall occur within 45 days from the date that the vacancy was created rather than at the time of the annual bid. Such vacancies shall be open to qualified dispatchers on all shifts.
- D) When vacancies are created by an employee being injured on duty and not returning to work for a period of four (4) months due to such injury, that employee's position may be posted for bid by any qualified employee and may be filled based upon the bidding employee's qualifications, including training, education, experience, ability, and work performance consistent with the Americans with Disabilities Act (A.D.A.) and Family and Medical Leave Act

(F.M.L.A.). Particular training courses which are being offered to all employees of the Bargaining Unit, but have not been completed by all employees may not be considered for purposes of filling vacancies. When the injured employee returns to his/her duties with the division he/she shall be placed in any vacant position at the discretion of the Communications Commander.

§ 6.4 Seniority Roster

An up-to-date seniority roster containing names and the length of total continuous service will be posted not later than fifteen (15) days prior to the commencement of the bid period. In the event any employee believes an error has been made as to his/her position on the seniority roster, he/she shall have fifteen (15) days after the posting of the roster to file his/her protest in writing, with the Communications Commander.

ARTICLE VII - LAYOFFS AND RECALL

§ 7.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof.

§ 7.2 Layoff

A) Layoffs or job displacement due to reduction in force shall be made according to seniority. Provided that, senior employees within a job classification may displace a junior employee within a lower grade of the same classification as long as the senior employee is immediately capable, of performing the duties of the lesser position.

B) No full-time employee in the Bargaining Unit shall be laid-off as long as there

are probationary employees working.

§ 7.3 Recall Rights

- A) The order of recall shall be governed by the employee's seniority.
- B) Notification of recall shall be given by UG by certified mail, return receipt requested, to the recalled employee at his/her last address furnished to UG.
- C) Within four (4) calendar days after such notice is postmarked, the employee must advise the Personnel Department whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Department within four (4) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall. The next employee on the seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no employee remains on the seniority list to fill the vacancy, then the vacancy may be filled by new hires.
- D) An employee recalled shall report to work within fourteen (14) calendar days after indicating his/her willingness to accept reinstatement. If the employee fails to report within such time, he shall forfeit all seniority rights and all future recall rights.
- E) UG shall provide the Union with the names of full-time Bargaining Unit employees recalled from layoffs.

ARTICLE VIII - HOURS AND OVERTIME

§ 8.1 General

The work week shall extend from 0545 hours Wednesday to 0544 hours the following

Wednesday. The standard work day shall be twelve and one-quarter (12 1/4) hours of work per day. The standard work week shall be forty-nine (49) hours of work per week. Each employee's normal assignment will consist of four (4) consecutive days of work with three (3) consecutive Regular Days Off ("RDO"), except for part time personnel. Part-time personnel will work the hours and days assigned. The pay period shall be from 0545 hours Wednesday to 0544 hours the following Wednesday.

§ 8.2 Overtime

A) General: All employees shall receive one and one-half (1-1/2) times their actual hourly rate of pay (based on 173.3 hours per month) for work performed in excess of the standard work day of twelve and one fourth (12 1/4) hours in a given work day or for work performed in excess of forty (40) hours in a work week. Compensatory time may be paid in lieu of overtime payment if the employee in his/her discretion so elects, provided that no employee may accumulate more compensatory time than two hundred-forty (240) hours or as this maximum accumulation is amended by applicable federal law or regulation. Compensatory time will be calculated at the overtime rate. Overtime or compensatory time shall only be paid for time actually worked and when approved by the Department.

B) Personnel Shortages.

1. Anticipated vacancies. When a shortage of personnel in dispatchers is an "anticipated vacancy", the positions which are short shall be posted electronically allowing qualified personnel to bid upon working the

vacant position(s) on an overtime basis. An anticipated vacancy occurs when the Employer has knowledge that there will be a vacancy within a Bargaining Unit job at least twenty-four (24) hours prior to the beginning of that shift. In the event that more than one person signs up for the same overtime work, seniority will be the determining factor. An exception will be that preference will be shown to those who are able to work an entire twelve and one-quarter (12 1/4) hour shift, instead of just six (6) hours. Provided that, more senior employees may bump less senior employees to work this overtime only when the bump occurs at least twenty-four (24) hours before the overtime begins. Employees are not permitted to sign up for overtime which would result in such employee working in excess of twelve and one-quarter (12 1/4) consecutive hours without an intervening rest period of at least eight (8) hours. Such posting for overtime work may be withdrawn by the Employer at least twenty-four (24) hours prior to the beginning of the overtime work. When an employee has signed up to work overtime and then withdraws such commitment within twenty-four (24) hours of the beginning of the overtime work that vacancy shall be treated as an "unexpected vacancy" and will be governed by the provisions of subsection (2) herein. If an employee withdraws such commitment to work overtime three (3) or more times within any given calendar month such employee shall lose their right to participate in any voluntary

overtime pursuant to this paragraph for the following calendar month.

An employee may not withdraw such commitment to work overtime within twenty-four (24) hours prior to the commencement of the overtime shift for which they have committed to work.

2. Emergencies - Unexpected Vacancies.

- (a) Unexpected vacancies occur when the employer has knowledge that there will be a vacancy in a Bargaining Unit job when actual notice is acquired by the employer less than twenty-four (24) hours prior to the beginning of that shift, or in the event that an anticipated vacancy is not filled through the procedure identified in Section 8.2(B)(1) above, or in the event of an emergency. Such vacancies shall be filled in accordance with the following procedure:

First: The employer shall contact all dispatchers whose Regular Day Off (“RDO”) falls on the date of the vacancy and shall offer, from the most senior to the least senior, the opportunity to work the vacancy in the following order:

1. Those dispatchers on their RDO on the same shift as the available vacancy;
2. Those dispatchers on their RDO on the opposite shift as the available vacancy.

Employees will not be allowed to work such overtime shifts which would result in employees working in excess of twelve and one-quarter

(12 1/4) hours without an intervening rest period of at least eight (8) hours. In the event that an employee volunteers to fill an unexpected or posted unfilled vacancy which remains vacant within 24 hours of the beginning of the overtime shift, if such employee desires to withdraw such commitment to work said employee must withdraw such commitment to work two (2) hours prior to the commencement of the overtime shift.

- (b) Mandatory Overtime/Forced. When any employee is forced (does not volunteer) to work overtime during any calendar month on six (6) occasions, that employee shall be relieved from being forced to work overtime during the following calendar month. If an employee is forced to work overtime on his/her non-forcible month, that forced overtime occasion shall be counted as an occasion toward his/her next forcible month. The Department may then force the next employee in inverse order of seniority to work the required overtime.

It shall be the responsibility of the employee who has been forced to work six (6) occasions of overtime in any calendar month to bring the matter to the attention of his/her supervisor and to establish such forced overtime occasions from his/her records. Any dispute of forced overtime occasions shall be resolved from the Division's Crew Sheets.

Employees working mandatory/forced overtime who leave the workplace prior to the conclusion of their overtime assignment without

approval of their supervisor or his/her designee shall be subject to discipline. Employees failing to fulfill overtime shifts in accordance with 8.2 shall be considered a single or part of an occurrence in accordance with 16.12. Employees failing to fulfill overtime shifts in accordance with 8.2 shall be subject to discipline.

§ 8.3 Shift Assignments

The basic work shifts within the Communications Unit may approximate the following schedule:

Shift #1	0545 Hours - 1800 Hours
Shift #2	1745 Hours - 0600 Hours

However, the shift starting times may be changed if it becomes necessary. The Department may abolish any shifts or create additional shifts upon notification to the Union. If through abolishment of any of the above listed shifts any positions are abolished then the affected employee shall suffer no reduction in his/her pay scale or category.

§ 8.4 Meal Period

Each employee shall receive a thirty (30) minute meal period per work day. This meal period shall be considered out of service time during which the employee will be uninterrupted except in the case of an emergency. This meal period shall not be taken before the employee has worked two (2) hours nor shall any employee be required to work in excess of seven (7) continuous hours without a meal period.

§ 8.5 Breaks

Each employee shall receive a total of thirty (30) minutes of break for each twelve and

one-quarter (12 1/4) hour shift worked. Such break(s) shall be scheduled by the Lead in accordance with the parameters established by the Department. If due to a shortage of personnel or other uncontrollable circumstances, as determined by the Shift Supervisor, an employee is required to forego any of his/her breaks, he/she will then receive compensatory time, at the overtime rate, upon written approval of the Communications Commander, for such missed breaks.

§ 8.6 Pay Checks

Payment of wages shall be through electronic direct deposit. Employees will be provided access to an electronic advice of payroll on their regular pay day. This electronic advice shall include the totals of all electronically available accumulated time banks. The electronic advice shall provide with each payroll to employees, clear identification of the hours being paid for each pay period. In addition to this electronic advice, employees shall be advised on a quarterly basis of their then available paid time off leave bank balances. When the Public Safety Business Office discovers that there are employees who may be short on their payroll, they will notify the Communications Commander and the Communications Commander will notify the Chief Union Steward. When an employee has discovered a payroll error, such employee shall notify the Communications Commander who will in turn notify the Public Safety Business Office of such error. If an error is determined to be founded, at the request of the employee, the UG will provide payment correcting such error and will be paid to the employee upon the next payroll run of any department by the UG.

§ 8.7 Use of Accumulated Compensatory Time

a. Multiple Day Usage

In order for an employee to be able to use his/her accumulated compensatory time, the

employee may apply to his/her Communications Commander or his/her designee to be granted up to four (4) work days plus his/her regular three (3) days off. Such requests must be submitted, in writing at least fourteen (14) calendar days prior to the commencement of the days off and may be granted within the discretion of the Communications Commander. The Employer shall respond to the request within seven (7) calendar days from receipt of the request. Such requests shall be granted on a first come, first served basis, unless two (2) or more employees make requests at the same time. In such circumstances, requests shall be granted on the basis of seniority. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave. Such days cannot be canceled once granted except when there is a mistake made in the granting of the compensatory day or when the employee does not have the compensatory day entitlement at the time that the day off is to occur.

b. One Day Usage

When an employee requests to use one (1) day of compensatory time, such written request for such overtime usage, shall be made at least twenty-four (24) hours in advance of the compensatory day being requested and cannot be canceled once granted except for a department declared emergency. The allowance for such request shall be subject to personnel being available to fully staff the shift and shall be at the discretion of the Communications Commander. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave.

§ 8.8 Termination - Compensatory Time

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An employee whose employment is terminated for any reason shall receive pay in accordance with existing department policy for all earned holidays, accumulated overtime and wages, in a lump sum (two checks), in accordance with the Department's books.

§8.9 Shift Exchange

1. Employees shall have the right to exchange shifts with other employees under the following conditions:

- a. Shifts exchanged must be within the same work week;
- b. Shift exchanges which would result in employees working in excess of 12 ¼ consecutive hours will not be permitted;
- c. Exchanging employees must be within the same job classification – i.e. Dispatcher for Dispatcher and 911 Call Operator for 911 Call Operator;
- d. Employees on leave are not permitted to participate in an exchange. If an employee who has accepted an exchanged shift goes on approved leave after an exchange has been approved, it shall be the employee's responsibility to find an employee to work the exchanged shift;
- e. The exchange cannot result in the creation of overtime;
- f. Prior to an employee's release date they are not eligible to participate in an exchange;
- g. All requests for shift exchange must be submitted at least 48-hours prior to an exchanged shift, however, in cases of emergency the Division Commander may, within their discretion, waive these time requirements;
- h. Requests for shift exchange shall be submitted electronically with both

employees indicating their consent to the trade via e-mail;

i. Once approved, the exchanged shifts shall become part of the regular work schedule. An employee who fails to appear for an exchanged shift which the employee accepted may be subject to discipline. Exchanging employees shall retain their seniority for purposes of overtime;

j. Employees are limited to twenty-four shift exchanges in a calendar year;

k. Reasonable shift exchanges shall be permitted, however, the Department retains the right to deny a shift in the case of abuse;

l. Employees may be permitted, within the discretion of the Department, to exchange assigned vacation days with other employees.

ARTICLE IX - CLASSIFICATION AND WAGES

§ 9.1 Classifications

For the purpose of this Memorandum, the terms set forth below shall have the following meanings:

A) Full-time employees: Those employees who regularly work a standard work week of forty-nine (49) hours.

B) Part-time employees: Those employees who regularly work less than the standard work week of forty-nine (49) hours.

C) Lead Dispatchers: Those employees who assign work positions, do book work, keep daily summaries, train new hires, put out information on the news wire consistent with Division directives, work with computers and the CAD system, supervise dispatchers and take full responsibility for actions in the Communications Unit during

the shift, to include recommending discipline, when the Communications Commander or a Supervisor is not present and shall have responsibility for the proper performance of the duties of employees directly under their supervision at all times and other assigned duties. The senior Lead Dispatcher on a shift shall, at the conclusion of the annual bid, bid to be either the Primary or the Secondary Lead Dispatcher and the less senior Lead shall fill the other Lead position. A Secondary Lead Dispatcher performs the duty of a Lead Dispatcher in the absence of a Primary Lead Dispatcher. Secondary Lead Dispatchers shall only receive Lead Dispatcher compensation in the absence of the Primary when they are performing the Lead Dispatcher duties.

D) Dispatchers: Those employees whose main duties consist of maintaining communications with designated persons in the field, work with computers and the C.A.D. system, phone work for designated persons in the field or building, training new hires or transfers, and looking after the whereabouts and well being of designated persons and perform duties of 911 operators, when assigned, and other assigned duties. Dispatchers must be NCIC certified, EMD certified and must meet all state and/or federal required public safety certifications, and shall conduct such further training and possess such further certifications as determined by the UG.

E) 911 Call Takers: Those employees whose main duties consist of answering and transferring all emergency and non-emergency calls for request for emergence services, work with computers and C.A.D. system, enter and cancel NCIC entries, training new hires or transfers and other duties assigned. 911 Call takers must be NCIC certified, EMD certified and must meet all state and /or federal required public safety certification,

and shall conduct further training and possess such certifications determined by the UG.

F) Vacancies in either the Dispatcher or 911 Call Operator job classification may be filled with employees from either job classification if the Department determines that such vacancy can be adequately staffed by employees from either job classification.

§ 9.2 Salary

- 1) Monthly salary rates are set forth in Appendix A, attached hereto. The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service. New employees qualifying as Lateral Hires shall receive the First Merit Increment pay upon successful completion of training. Such employees will then receive incremental steps based upon stated time periods of continuous service.

§ 9.3 Merit Increments

The merit increments for the job classification of Dispatcher shall be based upon the employee having acquired the requisite time in grade and having a satisfactory employee evaluation.

§ 9.4 Acting Lead Dispatchers

When no Lead Dispatcher is present on any shift in the Communications Unit, when a Shift Supervisor is on duty, the best qualified dispatcher, as determined by the Shift Supervisor, will be assigned the Lead Dispatcher's duties for that shift, with the prior approval of the Communications Commander. When a Shift Supervisor is not on duty the qualified dispatcher that has the most seniority in grade as a dispatcher, and is on duty, shall serve as the Acting Lead Dispatcher for that tour of duty. Such Lead Dispatcher shall receive the sum of two dollars

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(\$2.00) for each hour actually worked during that tour of duty as a Lead Dispatcher.

§ 9.5 Longevity Pay

The following longevity pay shall be added to the monthly salary of each employee who qualifies for such pay effective upon the effectuation of this Memorandum:

<u>Continuous Number of Completed Years Within the Communications Unit or Division</u>	<u>Pay per Month</u>
five (5)	\$ 35.00
ten (10)	\$ 45.00
fifteen (15)	\$ 80.00
twenty (20)	\$ 90.00
twenty-five (25)	\$ 100.00

§ 9.6 Trainer's Pay

Employees who are selected by the Communications Commander to serve as Trainers shall receive a per hour pay for each hour, or part thereof, which they actually spend training dispatchers as directed by the Communications Commander or his/her designee. The Department will ensure that those selected are released from probation and familiar with a training program selected by the Unified Government. The per hour rate shall be two dollars (\$2.00) per hour. This pay shall be by the quarter hour.

§ 9.7 Bilingual Pay

Employees may be selected to serve as certified bilingual employees by the Communications Commander. The Department shall choose the specific language(s) it determines are needed. Certification to serve as a bilingual employee shall be obtained from an accredited institution of post-secondary education (University, College, or Community College)

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of the Department's choosing. Such certification must be in writing. Certification or recertification must be provided on a triennial basis, i.e. every 36 months. Qualified, selected and certified bilingual employees shall receive additional compensation of seventy-five dollars (\$75) per month for those months that they serve as a certified interpreter and are actually working or are credited for working for the Department for fifteen (15) or more work days. Any certified interpreter who is on duty shall be available for use at the direction of such employee's supervisor. Upon an employee's successful completion of certification, the Department shall reimburse the employee for the cost of certification.

ARTICLE X - WORKING CONDITIONS

§ 10.1 UG Business

When employees are required to attend conferences or meetings called by UG before or after their work shifts, such time shall be considered hours worked and the employee shall be compensated accordingly.

§ 10.2 Uniforms

A. New Employees

The Department/Division Dress Code shall be clearly defined and distributed to all employees, upon hire. Probationary employees are to wear business casual attire in accordance with the Dress Code issued by the Department. Upon a probationary employee's completion of training and release from training status, the Department shall provide such employee with two (2) shirts, two (2) pants, one (1) belt, and one (1) pair of shoes which are Department-approved.

B. Uniform Allowance

For the calendar years 2023-2025, Employees, other than Probationary Employees, will
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receive the sum of Five Hundred (\$500.00) Dollars annually issued on a uniform allowance in order to maintain their uniforms. This uniform allowance will be dispersed in a manner designated by the Department. The vendor chit shall be credited prior to March 31st. The use of this vendor chit by employees will be in accordance with the Department's General Orders. Employees must wear approved uniforms, including shoes, when working.

C. Employees Responsibility Concerning Uniforms

Employees are required to maintain the uniforms in a good and clean condition and wear them in accordance with the Department's/Division's Dress Code. Employees are required to be in full uniform at all times while on duty. Employees reporting for duty, either fully or partially out of uniform, shall be off the clock until they report in full uniform. Employees are not allowed to wear their uniforms or use UG issued equipment at any time except when they are actively engaged in performing duties of their employment with UG. Employees who violate this provision are subject to discipline.

C. Employment Termination

When employment is terminated for any reason, the employee is required to return the issued items and UG may withhold a reasonable amount of the employee's funds to compensate UG equipment not so returned.

E. Employee Compliance

Bargaining Unit employees shall be properly dressed in the authorized uniforms within one (1) week of delivery to the employees or be subject to discipline.

§ 10.3 Lunch Room

UG agrees to set up a room in the Communications area for employees to use on lunch
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periods and breaks. The employees agree to keep the lunch area clean. UG agrees to provide for regular pest extermination of the Communications premises. Each shift will be responsible for keeping the break area clean after each use and before the end of each tour of duty so that it will be clean for the upcoming shifts. The Communications Commander may establish reasonable rules to enforce the kitchen clean-up provisions.

§ 10.4 Headsets - Hearing Tests

Dispatchers shall wear headsets at all times while on duty unless otherwise authorized by the Communications Commander. Hearing tests shall be conducted upon the employer's or employee's request.

§ 10.5 Working Conditions Committee

There is hereby created a working conditions committee composed of three (3) members of management and three (3) members of the union to meet quarterly and discuss bargaining unit working conditions, including, but not limited to, hours of work, overtime and the physical environment of the Dispatch Center. The committee may make recommendations to the parties for any changes to successor agreements to this MOU.

ARTICLE XI - GRIEVANCES

§ 11.1 Grievances

In the event of any complaint or grievance arising under the terms and provisions of this Memorandum or of any differences between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. There shall be no right of grievance as to any subject properly falling within the management rights of UG Department or Division.

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The parties shall make sincere and determined efforts to settle meritorious grievances voluntarily and to keep the procedure free from unmeritorious grievances. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Management and Union representatives agree to make every effort to meet and settle grievances within the prescribed time limits. Any failure to comply with the time limits specified herein shall result in the grievance being disposed of in favor of the party not in default, i.e. if the employee and/or Union fail to meet the grievance procedure time limits, the employee's grievance is dropped in the Employer's favor and if the Employer fails to meet the grievance procedure time limits, the grievance shall be found in the employee's favor. Provided, the parties may extend any and/or all of the time limits prescribed herein by mutual written agreement which agreement shall not be unreasonably withheld.

Step 1: The matter shall first be taken up between the employee involved and his/her Shift Supervisor. If the grievance is not adjusted orally, it may be submitted in writing to the Shift Supervisor within seven (7) calendar days after the occurrence giving rise to the grievance or after becoming known. The Shift Supervisor shall reply in writing in seven (7) calendar days.

Step 2: In case the matter cannot be adjusted under Step 1, the matter may be considered by the Communications Commander. Request for consideration by the

Communications Commander must be in writing within seven (7) calendar days of the decision (unless mutually extended) in Step 1 or the grievance shall be dropped. The Communications Commander shall render his/her decision in writing within seven (7) calendar days after submission of the grievance to him.

Step 3: In case the matter cannot be adjusted under Step 2, the matter may be considered by the Bureau Director or his/her designee. Request for consideration by the Bureau Director or his/her designee must be in writing within seven (7) calendar days of the decision in Step 2. The Bureau Director or his/her designee shall render his/her decision in writing within seven (7) calendar days after submission of the grievance to him. Grievances relating to terminations shall bypass steps 1 and 2 and commence at step 3. Grievances relating to terminations shall be made directly to the Chief of Police rather than the Bureau Director or his/her designee, but shall otherwise follow the procedure within Step 3.

Step 4: In the event a satisfactory resolution is not reached between the parties through the above steps, the employee may pursue the final step as follows:

- A) In the cases of complaints or grievances which arise from disciplinary action, except for termination of an employee's services, the matter may be appealed to the Chief of Police or his/her designee, within five (5) work days of the Bureau Director or his/her designee's decision.
- B) In the cases of complaints or disputes which arise as questions of interpretation of provisions of this Memorandum of Understanding, excluding specifically conflicts relating to any disciplinary matters, except

for termination of an employee's services, the matter may be resolved through arbitration, in the following manner:

- 1) Notice in writing of intent to arbitrate shall be delivered to the Department Head and Chief Legal Counsel by the party seeking arbitration to the opposing party within ten (10) work days of the Department Head decision. The notice shall set forth the Articles or Sections of this Memorandum which are claimed to require modification, reversal or interpretation.
- 2) Within fifteen (15) work days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- 3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.
- 4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - a) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act, effectively. He shall observe the rules of evidence

and his/her decision shall be final and binding on both parties.

- b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum, nor shall he exercise any responsibility, discretionary powers or functions of the Department.
- c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this and is specifically prohibited from considering or basing his/her award on any alleged past practices of UG or Division or the Union.
- d) The arbitrator shall have no authority to substitute his/her judgment for that of the management of UG, Division or Department, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or the Division.
- e) The decision of the arbitrator shall be based on the evidence presented him by the parties in the presence of each other.
- f) The cost of the arbitrator shall be shared equally by UG and the Union.

ARTICLE XII- STRIKES AND LOCKOUTS

§ 12.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself and the UG. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage nor instigate any work slowdowns, stoppages or strikes, or any actions that are detrimental to the operations of the Department. The UG agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any member of the unit for his/her actions as a member of the Bargaining Unit provided those actions are not proscribed by law. Any violation of this Article may be the subject of disciplinary action, including discharge. The Union and its stewards shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein, take all reasonable affirmative action to terminate such conduct.

ARTICLE XIII - VACATIONS

§ 13.1 Entitlement

For those employees hired before January 1, 2016, after completing one (1) year of service, each employee shall be entitled to a vacation as provided herein upon:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	eleven (11) working days.
5 through 8 years	seventeen (17) working days.
9 through 13 years	twenty (20) working days.
14 through 19 years	twenty-five (25) working days.
20 years or more	twenty-eight (28) working days.

For those employees hired on or after January 1, 2016, each employee shall be entitled to a vacation, accrued on a monthly basis, after completing six (6) months of service scheduled in

accordance with Section 13.4, as provided herein upon:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	ten (10) working days
5 through 8 years	sixteen (16) working days
9 through 13 years	nineteen (19) working days
14 through 19 years	twenty-four (24) working days
20+ years	twenty-seven (27) working days

Employees must have completed the requisite years of service prior to January 1, in a given year in order to be eligible for greater vacation benefits that year.

A “working day” shall be paid in the same number of hours as the employee’s then assigned shift at the time that the leave is taken – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours.

§ 13.2 First Year - Pro Ration

For any portion of the initial year of employment occurring prior to January 1, an employee shall be entitled to a pro-rated vacation. The pro-ration shall be computed in accordance with Section 13.6 of this Memorandum. (Example: Employee commences his/her employment on July 1, he/she would be credited 6/12's of ten (10) working days' vacation on January 1.)

§ 13.3 Holidays

When an employee is on vacation and one of the holidays recognized by this Memorandum falls during that period, the employee shall receive one (1) additional day off with pay to be taken at a later time, provided that sufficient personnel are available to provide the necessary service and at the discretion of the Communications Commander.

§ 13.4 Scheduling

Vacations will be scheduled by seniority among dispatchers on each shift as follows:

1. Commencing the day following the effective date of annual bid assignments, the dispatchers, in order of seniority, on each shift shall select their first four (4) days vacation block. Each dispatcher shall have up to two (2) hours maximum to make their choice provided that upon an employee's selection of their vacation, the list shall then proceed to the next employee for vacation selection. If an employee is on their scheduled days off, they will be called and if they do not respond, the employee will be called the following day and shall have up to two (2) hours maximum after said phone call is made to make a vacation selection. If the employee fails to make their vacation selection at this point they will be skipped. Each day thereafter the next senior dispatchers on each shift shall then select their first four (4) days vacation block until all dispatchers have had an opportunity to make their first selection for vacation that year. The same procedure shall then be followed until all employees' vacation on each shift has been scheduled. Employees may select their vacation days after their initial four (4) days vacation block is selected in minimum amounts of one (1) full twelve (12) hour day. Employees may leave a maximum of four (4) of their vacation days unscheduled to be used in full one (1) day twelve (12) hour increments. Employees hired on or after January 1, 2016 may carry over the equivalent one year of vacation entitlement based upon the employee's tenure at the time the employee makes the carry over election as hereinafter provided. Employees hired before January 1,

2016 shall be permitted to carry over four (4) vacation days as hereinafter provided. Employees must designate at the conclusion of the annual vacation bidding process the number of vacation days that they intend to carry over to the next year as provided for herein. The vacation credits carried over must be used during that next year.

2. A skipped employee will be allowed to make only their second selection in the next round.
3. An employee's first choice of vacation will be scheduled in blocks of four (4) or more consecutive vacation days, except as provided herein. ("Consecutive" means regularly scheduled workdays). A maximum of two (2) holiday/compensatory/award days may be scheduled in conjunction with any four (4) or more consecutive day vacations. A maximum of one (1) holiday/compensatory/award day may be scheduled in conjunction with any vacation less than four (4) days provided that all of such time off is scheduled at the time of the annual vacation scheduling identified in section 13.4(1) above. An employee need not have accumulated sufficient holiday/compensatory time at the time that such employee schedules such holiday/compensatory leave in conjunction with vacation leave as provided above, however, such employee shall have accumulated sufficient holiday/compensatory leave as of the date when such holiday/compensatory leave is actually taken. This does not prevent an employee from requesting additional days off with their vacations, however, those requests will be submitted the same as any normal request for time off. Employees must

make written application to their supervisor to use any unscheduled vacation days which the employee has reserved as set forth in paragraph 1 above at least twenty-four (24) hours in advance of the usage. Day off requests made more than 72 hours prior to the requested day off utilizing vacation, holiday or compensatory time shall be granted or denied 72 hours prior to requested day off. The employer may grant or deny the request depending upon manpower. Should the employee not be allowed to use this unscheduled vacation by the end of the year after at least five (5) requests by the employee to use those unscheduled vacation days, then they shall be paid at their base rate of pay for these days.

4. Employees with less than one (1) year of service may schedule their vacation in accordance with this Section 13.4, however, they may not use their vacation entitlement until after their six (6) month employment anniversary date.
5. Employees may submit a request to reschedule a vacation choice, in writing, provided such change does not affect other scheduled vacations and provided that the granting of such request shall be within the discretion of the Communications Commander.

§ 13.5 Exception

Employees shall not accrue vacation time while on leave of absence, lay-off, suspension or while absent (in excess of six (6) months) due to a non-work related injury or illness. In the event any employee is absent from work on an authorized leave of absence, or on lay-off status or due to non-work related illness or injury in excess of six (6) months, his/her vacation shall be reduced pro rata to the portion of the year he/she earned and was eligible for vacation privileges.

§ 13.6 Pro-Rata Vacation

For employees hired before January 1, 2016, for the purpose of computing vacation pay, an employee shall earn one-twelfth (1/12) of his/her vacation for each month of service during the twelve (12) month period preceding January 1 of each year. For employees hired on or after January 1, 2016, for the purposes of computing vacation pay, an employee shall earn one-twelfth (1/12) of his/her vacation for each month of service on a monthly basis. Each month in which an employee works fifteen (15) days shall be considered a month of service. Employees who are discharged prior to taking their vacation shall not forfeit any right to accrued vacation.

§ 13.7 Termination of Service

An employee whose employment is terminated for any reason shall receive that portion of his/her vacation which has been earned in the current service year on a pro-rated basis (one-twelfth (1/12) of the vacation earned in the current service year for each calendar month completed), and should an employee have taken more vacation than he/she has actually earned, it shall be deducted from his/her final pay check.

ARTICLE XIV - RETIREMENT AND PENSION FUND

§ 14.1 Retirement and Pension Fund

All full time employees shall come under the Kansas Public Employees Retirement System as set forth by UG of Kansas City, Kansas in effective Charter Ordinances or Resolutions and Kansas State Statutes.

ARTICLE XV - INSURANCE

§ 15.1 Medical Plan

During the term of this Memorandum, UG agrees to offer the employees of the
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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 following monthly premium contribution 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:

<u>Annual Base Pay</u>	<u>Monthly Premium Contribution</u>
\$30,000 or less	\$10.00 per month
\$30,001 - \$60,000	\$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 trainer'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.

With respect to the foregoing individual premium contributions, if the Unified Government enters into a Memorandum of Understanding with another bargaining unit (“MOU”) which does not require employees to contribute in the same amounts as stated above for the calendar years 2018 and 2019, then the herein covered employees shall only be required to contribute to the individual coverage premium as provided within such bargaining unit’s MOU. The foregoing sentence shall not apply if the MOU for such other bargaining unit provides for a lower cumulative cost of living percentage increase to wages during the term of this MOU, 2018-2019. The foregoing provision shall also apply only to those memoranda of understanding or other collective bargaining agreements which cover employees who participate in the Unified Government’s medical plan.

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/her portion of the premium therefore shall deducted

from the employee's paycheck.

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 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 have 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 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 he/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 "premium stabilization" reserve fund of at least five percent (5%) of the previous year's total premium costs amount.

Employees may elect to have their premiums paid by pre-tax dollars.

§ 15.2 Benefit Advisory Committee

The Union is permitted to have not to exceed one (1) representative on the Employee Health Benefits Committee, which representative will be entitled to attend the committee meetings where health insurance covering the U.F.C.W. represented employees is discussed or voted upon. Attendance at these meetings outside of normal working hours will not be

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compensable time.

ARTICLE XVI - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence which shall be granted is the decision of the Communications Commander. The maximum general leave of absence shall be thirty (30) days, but the Communications Commander may extend such leave in writing for a period of ninety (90) days. Any employee desiring a general leave of absence shall submit a written request to the Communications Commander at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an employee may take a general leave of absence, written permission must be obtained from the Communications Commander with notice to the Union. The time an employee spends on general leave of absence shall not be counted as time worked in determining vacation benefits or any other benefits under this Memorandum. Failure to report at the end of a general leave of absence will be considered a voluntary resignation on behalf of the employee. If an employee on a general leave of absence obtains other employment while on such leave, his/her employment will be automatically terminated and the employee will have no recourse whatsoever under this Memorandum.

§ 16.3 Personal Days

Employees may, with the Communications Commander's permission, take up to six (6) personal days per year. Personal Days may be charged to any accrued leave of the individual employee's choice. Personal days will not be granted on designated holidays as set forth in 6UY0789.DOC

Section 17.1 herein. Personal day leave requests must be made twenty-four (24) hours in advance of the leave and in writing except in cases of emergency; however, two of such six (6) personal days per year may be scheduled in the same manner that employees are permitted within this MOU to call off sick. Use of these two (2) days shall not be counted as an occurrence within the meaning of Section 16.12; however, if an employee extends the leave beyond the two permitted days utilizing sick leave for the extended leave period, then such extended leave will be counted as an occurrence. The personal day leave request shall be granted on a first come, first served basis based upon staffing needs.

§ 16.4 Emergency Leave

In the event of an emergency that requires an on duty employee to be absent, said employee may request to use any accumulated leave time to cover their absence. If sick leave is used it will be deducted from such employee's accumulated sick leave time bank, however, it will not be considered as an occurrence. Reasonable verification of such emergency may be required and the existence of an emergency will be determined by the Communications Commander or his/her designee.

§ 16.5 Family Medical Leave

The UG Human Resource Guide (H.R.G.) section concerning family medical leave, as amended, is incorporated herein by reference.

§ 16.6 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of 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. Any employee who is a member of the

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National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his/her military obligation in accordance with Federal Law. Accrual of sick leave, holidays, vacation and other benefits while on military leave shall be determined by applicable State and 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 comply with UG procedure in requesting such leave and upon his/her separation from the service he shall be entitled to such benefits accruing to him under existing federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his/her separation from service on his/her initial tour of duty or he will be considered as having voluntarily resigned.

§ 16.7 Injury Leave

- A) An employee who sustains injuries arising out of and in the course of his/her employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the employee is unable to work, he/she shall receive the difference between his/her regular pay calculated based upon a forty (40) hour work week and the workers' compensation benefits he/she receives for the first thirteen (13) weeks of any such injury leave. Thereafter, any further injury leave shall be at the discretion of the UG Commission.
- B) An employee on injury leave shall be required at least every thirty (30) days to furnish a physician's certificate to the Division stating his/her medical condition, the likelihood of his/her return to work and a statement, based upon reasonable

medical certainty, as to when the injured employee may return to his/her regular duties with the Division and a statement that the injured employee is unable to return to his/her duties due to a bona fide work related injury.

- C) An employee injured on duty must report, in writing, such injury forthwith to his/her immediate supervisor. The injury shall be recorded by the employee on the appropriate Division reports in accordance with Division operating procedures.
- D) Employees on approved injury leave are prohibited from being gainfully employed by an employer other than UG or being self-employed, if self-employment involves physical labor of any kind.

§ 16.8 Funeral Leave

Each employee shall have, in the event of a death in his/her immediate family, three (3) consecutive regularly assigned work days off with pay as long as one (1) of the funeral leave days is the day of the funeral. The employee shall be granted only one (1) additional day off with pay, in addition to the three (3) days leave referenced above, for any verified travel in excess of 500 miles. The term "immediate family" shall include the employee's or current spouses, children, step children, grandchildren, great grandchildren, parents, grandparents, grandparents of a spouse, great grandparents, great grandparents of a spouse, step parents, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law or any other relative living in the employee's home immediately prior to the death. The Communications Commander may grant, within his/her sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals or extend the funeral leave. The employee may be asked

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to provide satisfactory proof of death and his/her attendance at the funeral.

§ 16.9 Sick Leave

A. Accrual of Sick Leave.

- 1) All employees hired before January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one and one fourth (1 1/4) days for each full month of service. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service. Leave entitlement shall be calculated in the same number of hours as the employee's then assigned shift on the date of the absence— i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours. There shall be no limit on the number of sick days the employee may accrue.
- 2) No sick leave benefits shall accrue until after the employee has completed six (6) months of his/her probationary period as an employee of the division.
- 3) Sick leave shall not accumulate during general leave, military leave, suspension in excess of fifteen (15) days or layoffs.
- 4) An Employee must actually work or be credited with working at least fifteen (15) days per month in order to accumulate the sick leave entitlement for that month.
- 5) Accrued, unused sick leave will be forfeited.
- 6) Any employee not using sick leave or FMLA leave between, January 1 through June 30 and July 1 through December 31 of any calendar year shall receive one

(1) work day off with pay for each six (6) month period. Award day accrual shall be calculated in the same number of hours as the employee's then assigned shift – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours. Award day requests must be made twenty-four (24) hours in advance of the leave in writing except in cases of emergency. Such days off may be taken by the employee, schedule permitting, and with the consent of the Commander or his/her designee. If such award days are not used they will accrue in the employee's time bank. All accumulations of award days shall terminate upon termination of employment with the UG.

- 7) All accumulations of sick leave shall terminate upon termination of services with UG except in the case of an Employee who is laid off from his/her position for reasons that are not discreditable to his/her, in which event he/she may, if reappointed, use any unused sick leave existing at the time of his/her lay-off. Provided, however, that Employees who were hired before January 1, 2016 who have accumulated sick leave and who are eligible for pension at the time of their retirement in accordance with Article XIV shall be paid at their regular salary in a lump sum for such accumulated sick leave up to eight-hundred (800) hours. If an Employee has less than the referenced number of accumulated sick leave hours, he/she shall receive the pro rated 1/30 of one month's pay for each day of accumulated sick leave existing at the time. Upon retirement, employees hired on or after January 1, 2016 shall receive regular straight time compensation for fifty

percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay (maximum of 247.5 hours calculated based upon 50% of a maximum of 60 work days at 8.25 hours per day).

- 8) Supervisors will keep a record of sick days taken by their personnel.

B. Use of Sick Leave.

- 1) Reasonable proof of illness and recovery may be required by the Division before an Employee may return to work or receive sick leave benefits as stated herein.
- 2) Sick leave may be utilized for maternity leave, physical, or mental illness.
- 3) In the event an Employee abuses the sick leave benefit herein provided, the Communications Commander may direct that no sick leave may be granted the Employee until he/she has been absent for more than one (1) day due to illness or injury, provided, that this will not be used to discriminate against an Employee.
- 4) Sick leave shall only be used for the purpose for which it was intended, that being to provide an Employee protection against a loss of pay due to illness or to attend to a child, spouse or parent who resides with the employee and whose illness or injury requires the employee's presence.
- 5) Sick leave may not be converted into any other form of compensation.
- 6) When any Employee is sick and cannot report for duty, notice of his/her absence shall be made in every case to the Communications Commander or supervisor on duty. This notice shall be made by the Employee or by a member of his/her immediate family, at least two (2) hours before his/her reporting time. When an Employee provides a doctor's note accompanying his/her initial report of sick

leave which indicates the duration of time off required due to such illness or injury, the initial report by the Employee will be sufficient to cover such time off for the duration of such illness or injury.

- 7) All Employees reporting sick, including on the employee's regular days off when preceded and followed by a day of absence due to sickness or injury, will remain at their home or place of confinement. Employees who are absent from work and have reported that they are sick and are absent from their residence or place of confinement shall be held accountable for their absence. If place of confinement is not the Employee's listed residence, he/she shall thus notify the supervisor he/she is reporting to.
- 8) An employee's feigning illness shall subject his/her to disciplinary action and supervisors shall be held responsible for ensuring that their Employees when reporting sick are making a true report of their condition. UG retains the right to check on Employees at home or place of confinement to verify the appropriate use of sick leave.
- 9) Proof of sickness must be received from any individual Employee on the seventh (7th) occasion and thereafter (each incident of being sick will be a time) in any twelve (12) month period. Any illness or sickness resulting in four (4) days of continuous sick leave will require proof of illness and a doctor's release to return to work.
- 10) Any Employee on sick leave is prohibited from being gainfully employed by any employer other than the UG or from being self-employed.

§ 16.10 Exhaustion of Accrued Sick Leave.

Employees who request to use sick leave but have no accumulated sick leave to use shall be treated as follows:

- 1) If the Employee has accumulated holidays, vacation days or compensatory time to their credit, the Employee shall use accrued holiday, vacation or compensatory time credits; however, such Employee shall be subject to the discipline provided for in subsection (3) below. Any leave taken under this Section shall be considered sick leave for purposes of Section 16.12.
- 2) If the Employee has no accumulated holidays, vacation or compensatory time credits, such Employee will be docked for the day's pay and subject to the progressive discipline-provided for in Subsection (3) below.
- (3) For each occurrence, the employee shall be docked for the absence and shall be disqualified from working voluntary overtime (pursuant to Section 8.2(B)(2)(a) "First") for a period of fifteen (15) calendar days.

§ 16.11 Donation of Sick Leave.

- 1) An Employee of this Bargaining Unit may donate up to forty (40) hours sick leave to other Employees within this Bargaining Unit, who are off of work due to personal illness and have no accrued vacation, sick leave, compensatory time or any other accrued leave, provided that the donor has in excess of One Hundred (100) hours accumulated sick leave following the donation. Donated sick leave will not be paid out upon separation. Employees receiving workers compensation benefits or disability benefits under UG disability policies may not receive and/or

use donated sick leave.

§ 16.12 Excessive Use of Sick Leave.

If any Employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions; or 2) used six (6) or more sick leaves immediately before or immediately after his/her regular days off, vacation days, holidays, or any paid leave of absence; he/she shall be classified as an "excessive user of sick leave" except where disciplinary action is prohibited by the Family and Medical Leave Act (F.M.L.A.). An "occurrence" shall consist of any single day or contiguous block of days in an employees work week. When the Employee is absent from work for four (4) hours or less for a pre-approved doctor's appointment, it shall not be considered an occasion of sick leave for the purpose of identifying excessive users, provided that the physician's statement satisfactorily verifies the Employee's attendance at the appointment. The Employee shall be notified, in writing, when he/she is so classified as an excessive user of sick leave, and notified in writing when he/she is no longer so classified. This written notice shall be given within fourteen (14) calendar days after the Employee has been so classified as an excessive sick leave user and within fourteen (14) calendar days after the Employee has been removed from the excessive users list. Notice shall be deemed to be given when handed to the Employee, or upon delivery through department email. For the following Three Hundred and Sixty-Five (365) consecutive calendar day period the excessive user Employee shall concurrently be subject to the following rules concerning the use of sick leave:

- 1) Physician's Statement: The Employee shall furnish a statement from a physician to his/her supervisor on each occasion the Employee uses sick leave. The statement shall be furnished on the physician's first regular business day of the sick leave

use. Notification by facsimile from the attending physician's office to the Communications Commander may be accepted. The statement shall contain the physician's opinion of the probable length of time of the necessary sick leave and the physician's statement that the Employee was unable to work the day that he/she was absent. If the Employee does not furnish a physician's statement as provided, he/she shall receive the following discipline:

- a) 1st offense -- one (1) work day suspension without pay.
 - b) 2nd offense -- seven (7) work days suspension without pay.
 - c) 3rd offense -- termination.
- 2) Continued Use of Sick Leave: If the "excessive user" Employee shall either: (a) use sick leave on seven (7) or more occasions, or (b) use six(6) or more sick leaves immediately before or immediately after his/her regular days off, vacation days, holidays, or any paid leave of absence, then discipline shall be as follows:
- 1) 1st offense - fifteen (15) calendar days without pay;
 - 2) 2nd offense - thirty (30) calendar days without pay;
 - 3) 3rd offense - the Employee may be subject to termination.

ARTICLE XVII - HOLIDAYS

§ 17.1 Designated Holidays

Employees shall receive one (1) day with pay for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

For each holiday day taken, employees shall be compensated in the number of hours of their then assigned shift – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours.

§ 17.2 Additional Holidays

Employees shall, in addition to the above holidays, receive all other holidays declared to be such by the UG Commission for the benefit of other UG employees. This provision shall not apply if the holidays listed in this Article fall on a Saturday or Sunday. This provision shall not apply when Unified Government facilities are closed for any reason for less than a full workday, whether in connection with a recognized Holiday, adverse weather, or any other reason.

§ 17.3 Conversion of Holiday Credits

Alternate days off in lieu of a holiday with pay, if not taken by the January following the holiday, will be converted into compensatory time or pay.

§ 17.4 Sick Leave Use on Holiday

Employees who use sick leave on a designated holiday that falls on a regular work day shall not accrue an alternate day off for that holiday.

§ 17.5 Work on Thanksgiving or Christmas Day

Employees who work on Thanksgiving or Christmas Day shall be paid at a rate of two times (2x) the employee's base hourly rate for those hours actually worked on that day.

ARTICLE XVIII - DISCIPLINE

§ 18.1 Discipline

The Union recognizes that the Department Head has the responsibility for maintaining

discipline and the efficient and orderly operation of the Unit. Accordingly, the authority to discipline employees is vested exclusively in the Department Head. However, the Department Head may from time to time delegate this authority to subordinate employees.

Employees, excluding probationary employees, shall only be disciplined, discharged or demoted for just cause. Just cause shall include but not be limited to violations of, Unit, Kansas City, Kansas Police Department General Orders, Kansas City Kansas Police Department Police Communications S.O.P., and/or Kansas City, Kansas Police Department Civilian (Non-Sworn) rules and regulations and this Memorandum of Agreement. Probationary employees may be disciplined at the discretion of UG.

Discipline imposed as a result of other than an Internal Affairs Unit or Human Resources investigation shall be imposed within fourteen (14) days, on which the employee is working and available, of the incident giving rise to the discipline or of the incident becoming known, which time may be extended by mutual written agreement, which agreement shall not be denied unreasonably. Discipline imposed as a result of an Internal Affairs Unit or Human Resources investigation shall be imposed within thirty (30) days, on which the employee is working and available, from the completion of such investigation and submission of the investigative file to the Chief or his/her designee for determination of discipline, which time may be extended by mutual written agreement, which agreement shall not be denied unreasonably.

ARTICLE XIX - TECHNOLOGICAL CHANGE / TRAINING

§ 19.1 Technological Change

The parties recognize that automated equipment is now and will in the future be available which could be incorporated in Division operations. UG recognizes that there is a desire to

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protect and preserve work opportunities. At the same time, the Union recognizes that UG has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

- A) In the event UG introduces major technological changes which would have a direct material impact affecting Bargaining Unit work, twenty (20) days advance notice of such change will be given to the Local Union President in writing.
- B) Any necessary training of employees will be furnished by UG at no expense to the employees and employees shall be compensated at the overtime rate when they are required to be retrained during their off-duty hours which exceed the normal work week. Employees required to be retrained due to technological change, shall be required to attend the technological training as and when directed by Unified Government.

§ 19.2 Training During Scheduled Time Off.

A. Contractual Days Off.

The Department will endeavor to avoid scheduling training on an Employee's regular day off; however, the parties recognize that this is not always possible, particularly when a required certification dependent upon training would expire absent such Employee's attendance. If training is scheduled on an employee's contractual regular day(s) off, then such employee may be given the choice of compensatory time/overtime pay, provided that such scheduled work would qualify for compensatory time/overtime pay as provided in Article 8. Alternatively, within the discretion of the Communications Commander, such

employee may elect to take an alternate day off during the same pay period, as defined in Article 8.1, for every contractual regular day off forfeited, as manpower permits. Such election shall be made by the employee at the time of notification that training is scheduled. An Employee attending training on their regular day off will be paid for the entirety of the time scheduled for the training, even if the amount of time spent in training is less than that time scheduled.

B. Vacation.

If training conflicts with an employee's selected annual vacation choices, scheduled comp time and/or personal days, reasonable attempts by the Communications Commander to provide an alternative training schedule will be made.

§ 19.3 Mileage for Training.

When an Employee is required by the Employer to attend training outside of Wyandotte County, such Employee shall be compensated at the IRS rate for mileage actually incurred by the Employee travelling to and from such required training.

ARTICLE XX - ALCOHOL & DRUG-FREE WORKPLACE & TESTING

§ 20.1 Alcohol and Drug-Free Workplace and Testing

The Union and UG agree to be governed by UG's Alcohol & Drug Testing Program, attached hereto. In addition, the Bargaining Unit employees shall be subject to the Drug-Free Workplace Act of 1988, as amended, and City policy concerning employees alcohol and drug use testing.

§ 20.2 Smoke-Free Workplace

The Union and City agree to be governed by UG's policies and procedures concerning the Smoke-Free Workplace.

ARTICLE XXI - ENTIRE MEMORANDUM OF UNDERSTANDING

§ 21.1 Entire Memorandum of Understanding

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between UG and the members of the Union and constitutes the entire Memorandum between the parties except as to those areas of employment not covered herein which are subject to City ordinances existing at the date of this Memorandum.

Any conflict which may exist between existing City ordinances and the provisions of this Memorandum of Understanding shall be determined in favor of this Memorandum of Understanding. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during negotiations which resulted in this Memorandum of Understanding, 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the UG and the Union for the life of this Memorandum 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 XXII - SAVINGS CLAUSE

§ 22.1 Savings Clause

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 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.

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 XXIII - DURATION

§ 23.1 Duration

This Memorandum shall be in full force and effect from January 1, 2023 through December 31, 2025 and from year to year thereafter unless written notice to the contrary be given either party to the other not less than sixty (60) days prior to the anniversary date of a desire to open this Memorandum for negotiation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 2**

David Johnston, County Administrator

DATE

Approved as to form:

Angela Lawson, Chief Counsel

Renee Ramirez, HR Director

Attest:

Unified Government Clerk

DATE

APPENDIX A

Dispatcher

EFFECTIVE DATE (Hourly wage rate).	1/1/23 3%	7/1/23 2%	4/1/24 3%	1/1/25 1%
Dispatcher (Less than 12 months)	\$22.06	\$22.50	\$23.18	\$23.41
First Increment (Minimum of 12 months)	\$22.94	\$23.40	\$24.10	\$24.34
Second Increment (Minimum of 24 months)	\$23.87	\$24.34	\$25.07	\$25.32
First Merit Increment (Minimum of 42 months as Dispatcher)	\$25.29	\$25.79	\$26.57	\$26.83
Second Merit Increment (Minimum of 60 months as Dispatcher)	\$26.81	\$27.35	\$28.17	\$28.45
Third Merit Increment (Minimum of 120 months as Dispatcher)	\$28.15	\$28.71	\$29.57	\$29.87
Lead Dispatcher	\$30.94	\$31.56	\$32.51	\$32.83

The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service.

911 Call Operator

EFFECTIVE DATE (Hourly rate)	1/1/23 3%	7/1/23 2%	4/1/24 3%	1/1/25 1%
911 Call Operator (Less than 12 months)	\$20.86	\$21.27	\$21.91	\$22.13
First Increment (Minimum of 12 months)	\$21.28	\$21.71	\$22.36	\$22.58
Second Increment (Minimum of 24 months)	\$21.70	\$22.14	\$22.80	\$23.03
First Merit Increment (Minimum of 42 months as Dispatcher)	\$22.13	\$22.58	\$23.25	\$23.49
Second Merit Increment (Minimum of 60 months as Dispatcher)	\$22.58	\$23.03	\$23.72	\$23.96
Third Merit Increment (Minimum of 120 months as Dispatcher)	\$23.03	\$23.49	\$24.20	\$24.44

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

and

**THE UNITED FOOD & COMMERCIAL WORKERS
DISTRICT UNION LOCAL TWO
POLICE COMMUNICATIONS UNIT**

TERM OF THE AGREEMENT

JANUARY 1, 2023 - DECEMBER 31, 2025

UNIFIED GOVERNMENT - LOCAL 2
MEMORANDUM
2023-2025

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ARTICLE 20

ALCOHOL & DRUG FREE WORKPLACE AND TESTING

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MEMORANDUM OF UNDERSTANDING

Whereas, the parties hereto desire to maintain a harmonious relationship, to advance mutual interests in the preservation of public safety, law and order; to promote standards and conditions of employment for Police Communications Unit (hereinafter referred to as "Division") of the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as "UG"); to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards of wages, hours, benefits and other conditions of employment.

Now therefore, in consideration of mutual covenants and agreements hereinafter contained, UG and the Union hereby agree as follows:

ARTICLE I - RECOGNITION

§ 1.1 Recognition

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter "UG") and the Kansas City, Kansas Police Department of UG (hereinafter the "Department") recognize and acknowledge Local 2, of the United Food & Commercial Workers International Union, (hereinafter the "Union") as the exclusive bargaining representative for all full-time and regular part-time Police Dispatchers and 911 Call Operators within the Police Communications Unit employed by the Department for the purpose of negotiating collectively with UG and Department pursuant to the Public Employee Relations Act of the State of Kansas, with respect to wages, hours, benefits and other terms and conditions of employment. The recognition herein afforded extends only to those classifications of employees which are in the bargaining unit for which the Union received certification as exclusive bargaining representative by the Public Employee Relations Board in Unit Certification Case No. 75-UC-5-1979. Excluded from the representation

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herein afforded are all sworn officers, all Police Cadets of UG's Police Department, all positions represented by the IAFF, Local 64, confidential and supervisory employees of UG.

ARTICLE II - UNION STATUS AND RIGHTS

§ 2.1 Right of Organization

Employees may have the right to join and participate in the Union for the purpose of this Memorandum.

§ 2.2 Right of Representation

Employees shall have the right to be represented by the Union to negotiate collectively with UG, in the determination of their wages, hours, terms and conditions of employment, and the administration of grievances. UG and Union recognize the Union's duty to represent all the employees in the Division fairly and effectively.

§ 2.3 Dues Deductions

UG agrees to deduct Union dues from the employee's earnings, providing that the following procedure is followed:

- (1) Employees shall individually furnish to UG written authorizations for UG to deduct Union dues from the individual employee's earnings; said authorizations shall be in compliance with K.S.A. 44-808(5). Employees may revoke the authorization by giving thirty (30) days written notice to the Employer and the Union at the end of any year of the life of the authorization.
- (2) When provided with the proper written authorizations UG shall deduct the appropriate Union dues from the wages of employees in the bargaining unit.
- (3) Such dues deductions made by UG will be transmitted to the Union at the

address designated, on or before the last day of the month following their deduction.

- (4) The Union shall refund promptly any such dues found to have been improperly deducted and transmitted to the Union.

§ 2.4 Union Business

A. UG agrees that the Chief Steward and the respective Shift Stewards in the Chief Steward's absence, or the Business Agent of the Union may conduct Union business during regular working hours in accordance with Section 2.8 of this Memorandum. In the absence of the Chief Steward, the respective Shift Steward will have the same authority to conduct Union business as the Chief Steward, provided, that the Communications Commander or in his/her absence the Shift Supervisor on duty shall be notified and shall consent when Union business may be conducted. Provided, further, the Communications Commander or in his/her absence the Shift Supervisor on duty must give their consent for the Business Agent to enter the Dispatch Room.

B. All Bargaining Unit employees involved in collective bargaining negotiations will be compensated for actual hours of work missed by the Union. All hours paid to Bargaining Unit employees by the Union will be counted as time worked for the UG for the purposes of accrual of benefits, with the exception of overtime.

§ 2.5 Bulletin Boards

The Union shall have the privilege of the use of an existing bulletin board in the designated area of the Police Dispatch Center for the purpose of posting notices of its legitimate activities. All Union notices so posted shall contain the date, an appropriate letterhead which clearly indicates that the notice relates to activities of the Union and shall be submitted to the

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office of the Communications Commander, prior to its posting. It shall be the responsibility of the Communications Commander, Shift Supervisor, Chief Steward or alternate Steward of the Union to remove notices which are outdated or unauthorized.

§ 2.6 Conferences

The duly elected and designated representatives of the Union may attend state or national conferences of his/her organization or attend educational conferences or classes in which his/her organization participates or sponsors by the use of a bank of fifty (50) working days with pay, provided, that such employee's absence is approved in writing within the discretion of the Communications Commander.

UG and the Union are in agreement that it is in the best interest of the employees and the Department that employees participate in professional, educational, and training courses that are work related. The Department shall make known certain job related courses, when they become available, and may designate certain employees to attend. When employees become aware of job related courses, they may submit the information concerning the same, along with a written application to attend, to the Communications Commander.

§ 2.7 Personnel File

Employees shall have the right upon written request to review the contents of their personnel file in the presence of a representative of UG. Copies of documents within the employee's file may be furnished upon written request by the employee and payment.

§ 2.8 Stewards' Responsibilities.

A. Stewards' Authority.

The authority of the Chief Steward or Shift Stewards so designated by the Union, shall be

but not limited to the following duties and activities.

- 1) the investigation of grievances in accordance with the provisions of this memorandum.
- 2) the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing is not in violation of Article XII regarding strikes and lockouts.

B. Stewards' Activities.

Stewards shall be permitted reasonable time to investigate and process grievances without loss of pay during regular working hours, providing enough personnel remain on duty to provide adequate division operations. Time spent on union activities or representation of members outside of any steward's normal work hours shall not be considered time spent in the employ of UG or the Division. The Stewards shall not absent themselves from their assigned posts without the permission of their supervisor. Any reasonable request shall be granted provided it does not interfere with efficient operation of the division.

C. Prohibited Conduct.

The Stewards shall have no authority to take strike action or any other action interrupting the Division's operation. In the event of such action by the Stewards, they shall be subject to proper discipline.

D. Number of Stewards.

There shall be one (1) Chief Steward and one (1) Secretary for the Division and there shall also be one (1) Steward per shift appointed by UFCW Local No. 2. The Stewards' names

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shall be furnished to the Communications Commander. The respective Shift Stewards shall only function in this capacity in the absence of the Chief Steward, provided that the Unit Commander is notified of and is aware of the Chief Steward's absence.

ARTICLE III- UNION COOPERATION - MANAGEMENT RIGHTS

§ 3.1 Union Cooperation

The Union and UG have entered into this Memorandum for the purposes of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency and to the end that the Police Dispatchers and UG and the general public may mutually benefit. Consistent with this general purpose, the Union recognizes that an obligation rests upon each Department employee to render honest, efficient and courteous service to UG and its citizens. The Union agrees to cooperate with UG in its efforts to strengthen the good will between the Department and the general public.

The Union recognizes the need for improved methods in providing services to the citizens of UG and agrees to cooperate with UG and the Department in the installation of such methods, in suggesting improved methods in the education of its members and the necessity of such changes and improvements.

§ 3.2 Management Rights

By entering into this Memorandum, UG has agreed to certain specific limitations on its rights to manage the Division of the Department and direct the personnel. However, it is the intention of the parties hereto that UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon. UG has, by certain specific articles of this Memorandum, relinquished a portion of its exclusive management rights

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and it is understood that those articles shall supersede the reservation of rights to the extent of the article in conflict.

The exclusive rights of UG, which are not abridged other than by this Memorandum shall include, but are not limited to, its right to determine the existence or nonexistence of facts which are the basis of a management decision; to establish or continue policies, practices and procedures for the conduct of the Department 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 Dispatchers; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to establish and change work schedules and assignments; to determine the facts of lack of work; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency, discipline, suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; to lay-off employees; take actions as may be necessary to carry out the mission of the Department in emergencies; determine the methods, means and personnel by which operations are to be carried on; to unilaterally develop Standard Operating Procedures, Rules and Regulations and Policies 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 UG or Department which are not in conflict with specific provisions of this Memorandum. All management rights, power, authority and functions other than those relinquished by UG in this Memorandum shall remain vested exclusively in UG.

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Neither UG nor the Union through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Memorandum.

ARTICLE IV - NON-DISCRIMINATION

§ 4.1 Non-Discrimination

UG and the Union agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that UG shall not discriminate against any employee with respect to hours, wages or any other term or condition of employment by reason of his/her membership in the collective negotiations with UG or his/her institution of any grievance, complaint or proceeding under this Memorandum with respect to any terms or conditions of employment and that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, creed, national origin, sex, age or disability. When words of gender are used in this Memorandum, the male term shall include the female and the female term shall include the male. The Union recognizes its responsibility as Bargaining Representative and agrees fairly to represent all employees in the Bargaining Unit.

ARTICLE V - PROBATIONARY EMPLOYEES

§ 5.1 Probationary Employees

A new employee shall be considered a probationary employee for the first twelve (12) months of his/her employment. This period may be extended for a time not to exceed ninety (90) days, by the written agreement of the Employer, Employee and Union. Any interruption of employment (leave, sickness, etc.) during the probationary period in excess of four (4) days shall

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not be counted as part of the period. During that time the employees may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum. Prior to a release from training, probationary employees shall be assigned a temporary number for purposes of determining seniority in regard to overtime. Employees shall not accrue seniority until the completion of their probationary period.

ARTICLE VI - SENIORITY

§ 6.1 General

Seniority shall be measured by the amount of continuous service in the Police Department Communications Unit—from the date of hire for those employees hired prior to January 1, 2013, Employees hired after January 1, 2013 shall have their seniority measured from the date that the employee is released from training. Separate seniority lists shall be maintained for Dispatchers, full-time 911 Call Operators, part-time 911 Call Operator As and part-time 911 Call Operator Bs. No Bargaining Unit employee whose seniority was previously established (prior to January 1, 1985) according to the total time served in the employ of UG or Kansas City, Kansas Police Department shall suffer any loss of seniority. Any of the following events shall be considered a break in length of service for seniority and subsequent employment shall be deemed to be new employment.

- (A) Dismissal for just cause.
- (B) Resignation.
- (C) Suspension in excess of forty-five (45) days.
- (D) Failure to report to UG within twenty-four (24) hours of absence from work without good cause.
- (E) Failure to return to work within one (1) week after being recalled by UG by certified mail at the last known address.
- (F) Has been laid off for twelve (12) months or more.
- (G) Has been on general leave of absence for a period of more than four (4) months.

- (H) Permanent disability.
- (I) Retirement.
- (J) Failure to report to UG within twenty-four (24) hours of the expiration of any approved leave of absence, vacation or disciplinary layoff.

The seniority of employees, either from the date of hire or from the date released from training, as applicable, on the same date shall be determined by phone release date for 911 Call Operators and by dispatch release date for Dispatchers. If the release date is the same, seniority shall be determined by CritiCall test scoring. In cases of disputes concerning seniority the Department's records shall govern.

§ 6.2 Annual Bid and Promotions

Bargaining Unit seniority shall govern in annual bidding for shifts and days off. Lead Dispatcher's days off shall be either Thursday, Friday, Saturday or Sunday, Monday, Tuesday. The annual bid shall occur on or before the last pay day in November of any year covered by this Memorandum.

Employees still on probation shall not be eligible to bid but may be assigned to the various shifts as determined by the Department. Probationary employees released from training may be given the courtesy of bidding during annual bid but are still subject to placement by the department until completing their probationary period.

An employee, with prior written approval of the Communications Commander may be allowed to exercise his/her bid rights by proxy. The proxy shall be signed by the employee and shall designate the employee's first three bid choices. One copy of the proxy shall be given to the Chief Steward, who shall exercise it and one copy shall be given to the Communications Commander. The employee proxy bid shall be given to the Chief Union

Steward and Communications Commander no later than twenty-four (24) hours prior to the annual bid day. If such employee is unable to obtain a bid position with any of his/her alternative choices, then he/she shall be assigned to an unbid position by the Communications Commander.

Employees who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The employee shall then be assigned to any unbid position by the Communications Commander.

If an employee is unable to fulfill the position which he/she has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered temporarily vacant and may be filled by the Communications Commander by assignment. If the successfully bidding employee is unable to fulfill the position within sixty (60) calendar days of the job's effective date, then the position shall be considered a permanent vacancy and may be rebid.

The Communications Commander may disqualify applicants for Lead Dispatcher positions if within his/her opinion such applicant does not possess qualifications for such position. The rejected applicant may appeal such rejection to the Bureau Director.

§ 6.3 Permanent Vacancies

- A) Newly hired dispatchers may be assigned to vacant positions on any of the two unit shifts. Once that employee becomes a qualified dispatcher, and ready to work on their own, in accordance with the consensus opinion of the training employee, Shift Supervisor and Communications Commander, then that position being filled by that employee if determined to be permanent, shall be posted within forty-five (45) calendar days of determination of qualification and readiness, for three (3) calendar days and may be filled by bidding among

dispatchers. The most senior, qualified bidding dispatcher shall be awarded the position. Upon award of that bid the successful bidder's former position may be filled by the same procedure. This procedure shall continue until there are no bidders for the permanent vacancies so created. At that time, the remaining vacant position(s) shall be filled by assignment of the Communications Commander from the least senior but qualified dispatcher assigned to that shift. Successful bidders shall not receive overtime payment for working more than the basic work week when he/she changes his/her days off.

- B) Permanent vacancies occurring between annual bids, within the position of Lead Dispatcher, shall be filled in accordance with Section 6.2 - Annual Bids and Promotions. Such vacancies shall be open to qualified dispatchers on all shifts.
- C) Permanent dispatcher vacancies occurring between annual bids which are not abolished by the U.G. shall be bid in accordance with Section 6.2 – Annual Bid and Promotions – provided that such bid shall occur within 45 days from the date that the vacancy was created rather than at the time of the annual bid. Such vacancies shall be open to qualified dispatchers on all shifts.
- D) When vacancies are created by an employee being injured on duty and not returning to work for a period of four (4) months due to such injury, that employee's position may be posted for bid by any qualified employee and may be filled based upon the bidding employee's qualifications, including training, education, experience, ability, and work performance consistent with the Americans with Disabilities Act (A.D.A.) and Family and Medical Leave Act

(F.M.L.A.). Particular training courses which are being offered to all employees of the Bargaining Unit, but have not been completed by all employees may not be considered for purposes of filling vacancies. When the injured employee returns to his/her duties with the division he/she shall be placed in any vacant position at the discretion of the Communications Commander.

§ 6.4 Seniority Roster

An up-to-date seniority roster containing names and the length of total continuous service will be posted not later than fifteen (15) days prior to the commencement of the bid period. In the event any employee believes an error has been made as to his/her position on the seniority roster, he/she shall have fifteen (15) days after the posting of the roster to file his/her protest in writing, with the Communications Commander.

ARTICLE VII - LAYOFFS AND RECALL

§ 7.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof.

§ 7.2 Layoff

A) Layoffs or job displacement due to reduction in force shall be made according to seniority. Provided that, senior employees within a job classification may displace a junior employee within a lower grade of the same classification as long as the senior employee is immediately capable, of performing the duties of the lesser position.

B) No full-time employee in the Bargaining Unit shall be laid-off as long as there

are probationary employees working.

§ 7.3 Recall Rights

- A) The order of recall shall be governed by the employee's seniority.
- B) Notification of recall shall be given by UG by certified mail, return receipt requested, to the recalled employee at his/her last address furnished to UG.
- C) Within four (4) calendar days after such notice is postmarked, the employee must advise the Personnel Department whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Department within four (4) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall. The next employee on the seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no employee remains on the seniority list to fill the vacancy, then the vacancy may be filled by new hires.
- D) An employee recalled shall report to work within fourteen (14) calendar days after indicating his/her willingness to accept reinstatement. If the employee fails to report within such time, he shall forfeit all seniority rights and all future recall rights.
- E) UG shall provide the Union with the names of full-time Bargaining Unit employees recalled from layoffs.

ARTICLE VIII - HOURS AND OVERTIME

§ 8.1 General

The work week shall extend from 0545 hours Wednesday to 0544 hours the following

Wednesday. The standard work day shall be twelve and one-quarter (12 1/4) hours of work per day. The standard work week shall be forty-nine (49) hours of work per week. Each employee's normal assignment will consist of four (4) consecutive days of work with three (3) consecutive Regular Days Off ("RDO"), except for part time personnel. Part-time personnel will work the hours and days assigned. The pay period shall be from 0545 hours Wednesday to 0544 hours the following Wednesday.

§ 8.2 Overtime

- A) General: All employees shall receive one and one-half (1-1/2) times their actual hourly rate of pay (based on 173.3 hours per month) for work performed in excess of the standard work day of twelve and one fourth (12 1/4) hours in a given work day or for work performed in excess of forty (40) hours in a work week. Compensatory time may be paid in lieu of overtime payment if the employee in his/her discretion so elects, provided that no employee may accumulate more compensatory time than two hundred-forty (240) hours or as this maximum accumulation is amended by applicable federal law or regulation. Compensatory time will be calculated at the overtime rate. Overtime or compensatory time shall only be paid for time actually worked and when approved by the Department.

B) Personnel Shortages.

1. Anticipated vacancies. When a shortage of personnel in dispatchers is an "anticipated vacancy", the positions which are short shall be posted electronically allowing qualified personnel to bid upon working the

vacant position(s) on an overtime basis. An anticipated vacancy occurs when the Employer has knowledge that there will be a vacancy within a Bargaining Unit job at least twenty-four (24) hours prior to the beginning of that shift. In the event that more than one person signs up for the same overtime work, seniority will be the determining factor. An exception will be that preference will be shown to those who are able to work an entire twelve and one-quarter (12 1/4) hour shift, instead of just six (6) hours. Provided that, more senior employees may bump less senior employees to work this overtime only when the bump occurs at least twenty-four (24) hours before the overtime begins. Employees are not permitted to sign up for overtime which would result in such employee working in excess of twelve and one-quarter (12 1/4) consecutive hours without an intervening rest period of at least eight (8) hours. Such posting for overtime work may be withdrawn by the Employer at least twenty-four (24) hours prior to the beginning of the overtime work. When an employee has signed up to work overtime and then withdraws such commitment within twenty-four (24) hours of the beginning of the overtime work that vacancy shall be treated as an "unexpected vacancy" and will be governed by the provisions of subsection (2) herein. If an employee withdraws such commitment to work overtime three (3) or more times within any given calendar month such employee shall lose their right to participate in any voluntary

overtime pursuant to this paragraph for the following calendar month.

An employee may not withdraw such commitment to work overtime within twenty-four (24) hours prior to the commencement of the overtime shift for which they have committed to work.

2. Emergencies - Unexpected Vacancies.

- (a) Unexpected vacancies occur when the employer has knowledge that there will be a vacancy in a Bargaining Unit job when actual notice is acquired by the employer less than twenty-four (24) hours prior to the beginning of that shift, or in the event that an anticipated vacancy is not filled through the procedure identified in Section 8.2(B)(1) above, or in the event of an emergency. Such vacancies shall be filled in accordance with the following procedure:

First: The employer shall contact all dispatchers whose Regular Day Off (“RDO”) falls on the date of the vacancy and shall offer, from the most senior to the least senior, the opportunity to work the vacancy in the following order:

1. Those dispatchers on their RDO on the same shift as the available vacancy;
2. Those dispatchers on their RDO on the opposite shift as the available vacancy.

Employees will not be allowed to work such overtime shifts which would result in employees working in excess of twelve and one-quarter

(12 1/4) hours without an intervening rest period of at least eight (8) hours. In the event that an employee volunteers to fill an unexpected or posted unfilled vacancy which remains vacant within 24 hours of the beginning of the overtime shift, if such employee desires to withdraw such commitment to work said employee must withdraw such commitment to work two (2) hours prior to the commencement of the overtime shift.

- (b) Mandatory Overtime/Forced. When any employee is forced (does not volunteer) to work overtime during any calendar month on six (6) occasions, that employee shall be relieved from being forced to work overtime during the following calendar month. If an employee is forced to work overtime on his/her non-forcible month, that forced overtime occasion shall be counted as an occasion toward his/her next forcible month. The Department may then force the next employee in inverse order of seniority to work the required overtime.

It shall be the responsibility of the employee who has been forced to work six (6) occasions of overtime in any calendar month to bring the matter to the attention of his/her supervisor and to establish such forced overtime occasions from his/her records. Any dispute of forced overtime occasions shall be resolved from the Division's Crew Sheets.

Employees working mandatory/forced overtime who leave the workplace prior to the conclusion of their overtime assignment without

approval of their supervisor or his/her designee shall be subject to discipline. Employees failing to fulfill overtime shifts in accordance with 8.2 shall be considered a single or part of an occurrence in accordance with 16.12. Employees failing to fulfill overtime shifts in accordance with 8.2 shall be subject to discipline.

§ 8.3 Shift Assignments

The basic work shifts within the Communications Unit may approximate the following schedule:

Shift #1	0545 Hours - 1800 Hours
Shift #2	1745 Hours - 0600 Hours

However, the shift starting times may be changed if it becomes necessary. The Department may abolish any shifts or create additional shifts upon notification to the Union. If through abolishment of any of the above listed shifts any positions are abolished then the affected employee shall suffer no reduction in his/her pay scale or category.

§ 8.4 Meal Period

Each employee shall receive a thirty (30) minute meal period per work day. This meal period shall be considered out of service time during which the employee will be uninterrupted except in the case of an emergency. This meal period shall not be taken before the employee has worked two (2) hours nor shall any employee be required to work in excess of seven (7) continuous hours without a meal period.

§ 8.5 Breaks

Each employee shall receive a total of thirty (30) minutes of break for each twelve and

one-quarter (12 1/4) hour shift worked. Such break(s) shall be scheduled by the Lead in accordance with the parameters established by the Department. If due to a shortage of personnel or other uncontrollable circumstances, as determined by the Shift Supervisor, an employee is required to forego any of his/her breaks, he/she will then receive compensatory time, at the overtime rate, upon written approval of the Communications Commander, for such missed breaks.

§ 8.6 Pay Checks

Payment of wages shall be through electronic direct deposit. Employees will be provided access to an electronic advice of payroll on their regular pay day. This electronic advice shall include the totals of all electronically available accumulated time banks. The electronic advice shall provide with each payroll to employees, clear identification of the hours being paid for each pay period. In addition to this electronic advice, employees shall be advised on a quarterly basis of their then available paid time off leave bank balances. When the Public Safety Business Office discovers that there are employees who may be short on their payroll, they will notify the Communications Commander and the Communications Commander will notify the Chief Union Steward. When an employee has discovered a payroll error, such employee shall notify the Communications Commander who will in turn notify the Public Safety Business Office of such error. If an error is determined to be founded, at the request of the employee, the UG will provide payment correcting such error and will be paid to the employee upon the next payroll run of any department by the UG.

§ 8.7 Use of Accumulated Compensatory Time

a. Multiple Day Usage

In order for an employee to be able to use his/her accumulated compensatory time, the

employee may apply to his/her Communications Commander or his/her designee to be granted up to four (4) work days plus his/her regular three (3) days off. Such requests must be submitted, in writing at least fourteen (14) calendar days prior to the commencement of the days off and may be granted within the discretion of the Communications Commander. The Employer shall respond to the request within seven (7) calendar days from receipt of the request. Such requests shall be granted on a first come, first served basis, unless two (2) or more employees make requests at the same time. In such circumstances, requests shall be granted on the basis of seniority. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave. Such days cannot be canceled once granted except when there is a mistake made in the granting of the compensatory day or when the employee does not have the compensatory day entitlement at the time that the day off is to occur.

b. One Day Usage

When an employee requests to use one (1) day of compensatory time, such written request for such overtime usage, shall be made at least twenty-four (24) hours in advance of the compensatory day being requested and cannot be canceled once granted except for a department declared emergency. The allowance for such request shall be subject to personnel being available to fully staff the shift and shall be at the discretion of the Communications Commander. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave.

§ 8.8 Termination - Compensatory Time

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An employee whose employment is terminated for any reason shall receive pay in accordance with existing department policy for all earned holidays, accumulated overtime and wages, in a lump sum (two checks), in accordance with the Department's books.

§8.9 Shift Exchange

1. Employees shall have the right to exchange shifts with other employees under the following conditions:

- a. Shifts exchanged must be within the same work week;
- b. Shift exchanges which would result in employees working in excess of 12 ¼ consecutive hours will not be permitted;
- c. Exchanging employees must be within the same job classification – i.e. Dispatcher for Dispatcher and 911 Call Operator for 911 Call Operator;
- d. Employees on leave are not permitted to participate in an exchange. If an employee who has accepted an exchanged shift goes on approved leave after an exchange has been approved, it shall be the employee's responsibility to find an employee to work the exchanged shift;
- e. The exchange cannot result in the creation of overtime;
- f. Prior to an employee's release date they are not eligible to participate in an exchange;
- g. All requests for shift exchange must be submitted at least 48-hours prior to an exchanged shift, however, in cases of emergency the Division Commander may, within their discretion, waive these time requirements;
- h. Requests for shift exchange shall be submitted electronically with both

employees indicating their consent to the trade via e-mail;

i. Once approved, the exchanged shifts shall become part of the regular work schedule. An employee who fails to appear for an exchanged shift which the employee accepted may be subject to discipline. Exchanging employees shall retain their seniority for purposes of overtime;

j. Employees are limited to twenty-four shift exchanges in a calendar year;

k. Reasonable shift exchanges shall be permitted, however, the Department retains the right to deny a shift in the case of abuse;

l. Employees may be permitted, within the discretion of the Department, to exchange assigned vacation days with other employees.

ARTICLE IX - CLASSIFICATION AND WAGES

§ 9.1 Classifications

For the purpose of this Memorandum, the terms set forth below shall have the following meanings:

A) Full-time employees: Those employees who regularly work a standard work week of forty-nine (49) hours.

B) Part-time employees: Those employees who regularly work less than the standard work week of forty-nine (49) hours.

C) Lead Dispatchers: Those employees who assign work positions, do book work, keep daily summaries, train new hires, put out information on the news wire consistent with Division directives, work with computers and the CAD system, supervise dispatchers and take full responsibility for actions in the Communications Unit during

the shift, to include recommending discipline, when the Communications Commander or a Supervisor is not present and shall have responsibility for the proper performance of the duties of employees directly under their supervision at all times and other assigned duties. The senior Lead Dispatcher on a shift shall, at the conclusion of the annual bid, bid to be either the Primary or the Secondary Lead Dispatcher and the less senior Lead shall fill the other Lead position. A Secondary Lead Dispatcher performs the duty of a Lead Dispatcher in the absence of a Primary Lead Dispatcher. Secondary Lead Dispatchers shall only receive Lead Dispatcher compensation in the absence of the Primary when they are performing the Lead Dispatcher duties.

D) Dispatchers: Those employees whose main duties consist of maintaining communications with designated persons in the field, work with computers and the C.A.D. system, phone work for designated persons in the field or building, training new hires or transfers, and looking after the whereabouts and well being of designated persons and perform duties of 911 operators, when assigned, and other assigned duties. Dispatchers must be NCIC certified, EMD certified and must meet all state and/or federal required public safety certifications, and shall conduct such further training and possess such further certifications as determined by the UG.

E) 911 Call Takers: Those employees whose main duties consist of answering and transferring all emergency and non-emergency calls for request for emergence services, work with computers and C.A.D. system, enter and cancel NCIC entries, training new hires or transfers and other duties assigned. 911 Call takers must be NCIC certified, EMD certified and must meet all state and /or federal required public safety certification,

and shall conduct further training and possess such certifications determined by the UG.

F) Vacancies in either the Dispatcher or 911 Call Operator job classification may be filled with employees from either job classification if the Department determines that such vacancy can be adequately staffed by employees from either job classification.

§ 9.2 Salary

- 1) Monthly salary rates are set forth in Appendix A, attached hereto. The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service. New employees qualifying as Lateral Hires shall receive the First Merit Increment pay upon successful completion of training. Such employees will then receive incremental steps based upon stated time periods of continuous service.

§ 9.3 Merit Increments

The merit increments for the job classification of Dispatcher shall be based upon the employee having acquired the requisite time in grade and having a satisfactory employee evaluation.

§ 9.4 Acting Lead Dispatchers

When no Lead Dispatcher is present on any shift in the Communications Unit, when a Shift Supervisor is on duty, the best qualified dispatcher, as determined by the Shift Supervisor, will be assigned the Lead Dispatcher's duties for that shift, with the prior approval of the Communications Commander. When a Shift Supervisor is not on duty the qualified dispatcher that has the most seniority in grade as a dispatcher, and is on duty, shall serve as the Acting Lead Dispatcher for that tour of duty. Such Lead Dispatcher shall receive the sum of two dollars

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(\$2.00) for each hour actually worked during that tour of duty as a Lead Dispatcher.

§ 9.5 Longevity Pay

The following longevity pay shall be added to the monthly salary of each employee who qualifies for such pay effective upon the effectuation of this Memorandum:

<u>Continuous Number of Completed Years Within the Communications Unit or Division</u>	<u>Pay per Month</u>
five (5)	\$ 35.00
ten (10)	\$ 45.00
fifteen (15)	\$ 80.00
twenty (20)	\$ 90.00
twenty-five (25)	\$ 100.00

§ 9.6 Trainer's Pay

Employees who are selected by the Communications Commander to serve as Trainers shall receive a per hour pay for each hour, or part thereof, which they actually spend training dispatchers as directed by the Communications Commander or his/her designee. The Department will ensure that those selected are released from probation and familiar with a training program selected by the Unified Government. The per hour rate shall be two dollars (\$2.00) per hour. This pay shall be by the quarter hour.

§ 9.7 Bilingual Pay

Employees may be selected to serve as certified bilingual employees by the Communications Commander. The Department shall choose the specific language(s) it determines are needed. Certification to serve as a bilingual employee shall be obtained from an accredited institution of post-secondary education (University, College, or Community College)

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of the Department's choosing. Such certification must be in writing. Certification or recertification must be provided on a triennial basis, i.e. every 36 months. Qualified, selected and certified bilingual employees shall receive additional compensation of seventy-five dollars (\$75) per month for those months that they serve as a certified interpreter and are actually working or are credited for working for the Department for fifteen (15) or more work days. Any certified interpreter who is on duty shall be available for use at the direction of such employee's supervisor. Upon an employee's successful completion of certification, the Department shall reimburse the employee for the cost of certification.

ARTICLE X - WORKING CONDITIONS

§ 10.1 UG Business

When employees are required to attend conferences or meetings called by UG before or after their work shifts, such time shall be considered hours worked and the employee shall be compensated accordingly.

§ 10.2 Uniforms

A. New Employees

The Department/Division Dress Code shall be clearly defined and distributed to all employees, upon hire. Probationary employees are to wear business casual attire in accordance with the Dress Code issued by the Department. Upon a probationary employee's completion of training and release from training status, the Department shall provide such employee with two (2) shirts, two (2) pants, one (1) belt, and one (1) pair of shoes which are Department-approved.

B. Uniform Allowance

For the calendar years 2023-2025, Employees, other than Probationary Employees, will

receive the sum of Five Hundred (\$500.00) Dollars annually issued on a uniform allowance in order to maintain their uniforms. This uniform allowance will be dispersed in a manner designated by the Department. The vendor chit shall be credited prior to March 31st. The use of this vendor chit by employees will be in accordance with the Department's General Orders. Employees must wear approved uniforms, including shoes, when working.

C. Employees Responsibility Concerning Uniforms

Employees are required to maintain the uniforms in a good and clean condition and wear them in accordance with the Department's/Division's Dress Code. Employees are required to be in full uniform at all times while on duty. Employees reporting for duty, either fully or partially out of uniform, shall be off the clock until they report in full uniform. Employees are not allowed to wear their uniforms or use UG issued equipment at any time except when they are actively engaged in performing duties of their employment with UG. Employees who violate this provision are subject to discipline.

C. Employment Termination

When employment is terminated for any reason, the employee is required to return the issued items and UG may withhold a reasonable amount of the employee's funds to compensate UG equipment not so returned.

E. Employee Compliance

Bargaining Unit employees shall be properly dressed in the authorized uniforms within one (1) week of delivery to the employees or be subject to discipline.

§ 10.3 Lunch Room

UG agrees to set up a room in the Communications area for employees to use on lunch
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periods and breaks. The employees agree to keep the lunch area clean. UG agrees to provide for regular pest extermination of the Communications premises. Each shift will be responsible for keeping the break area clean after each use and before the end of each tour of duty so that it will be clean for the upcoming shifts. The Communications Commander may establish reasonable rules to enforce the kitchen clean-up provisions.

§ 10.4 Headsets - Hearing Tests

Dispatchers shall wear headsets at all times while on duty unless otherwise authorized by the Communications Commander. Hearing tests shall be conducted upon the employer's or employee's request.

§ 10.5 Working Conditions Committee

There is hereby created a working conditions committee composed of three (3) members of management and three (3) members of the union to meet quarterly and discuss bargaining unit working conditions, including, but not limited to, hours of work, overtime and the physical environment of the Dispatch Center. The committee may make recommendations to the parties for any changes to successor agreements to this MOU.

ARTICLE XI - GRIEVANCES

§ 11.1 Grievances

In the event of any complaint or grievance arising under the terms and provisions of this Memorandum or of any differences between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. There shall be no right of grievance as to any subject properly falling within the management rights of UG Department or Division.

The parties shall make sincere and determined efforts to settle meritorious grievances voluntarily and to keep the procedure free from unmeritorious grievances. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Management and Union representatives agree to make every effort to meet and settle grievances within the prescribed time limits. Any failure to comply with the time limits specified herein shall result in the grievance being disposed of in favor of the party not in default, i.e. if the employee and/or Union fail to meet the grievance procedure time limits, the employee's grievance is dropped in the Employer's favor and if the Employer fails to meet the grievance procedure time limits, the grievance shall be found in the employee's favor. Provided, the parties may extend any and/or all of the time limits prescribed herein by mutual written agreement which agreement shall not be unreasonably withheld.

Step 1: The matter shall first be taken up between the employee involved and his/her Shift Supervisor. If the grievance is not adjusted orally, it may be submitted in writing to the Shift Supervisor within seven (7) calendar days after the occurrence giving rise to the grievance or after becoming known. The Shift Supervisor shall reply in writing in seven (7) calendar days.

Step 2: In case the matter cannot be adjusted under Step 1, the matter may be considered by the Communications Commander. Request for consideration by the

Communications Commander must be in writing within seven (7) calendar days of the decision (unless mutually extended) in Step 1 or the grievance shall be dropped. The Communications Commander shall render his/her decision in writing within seven (7) calendar days after submission of the grievance to him.

Step 3: In case the matter cannot be adjusted under Step 2, the matter may be considered by the Bureau Director or his/her designee. Request for consideration by the Bureau Director or his/her designee must be in writing within seven (7) calendar days of the decision in Step 2. The Bureau Director or his/her designee shall render his/her decision in writing within seven (7) calendar days after submission of the grievance to him. Grievances relating to terminations shall bypass steps 1 and 2 and commence at step 3. Grievances relating to terminations shall be made directly to the Chief of Police rather than the Bureau Director or his/her designee, but shall otherwise follow the procedure within Step 3.

Step 4: In the event a satisfactory resolution is not reached between the parties through the above steps, the employee may pursue the final step as follows:

- A) In the cases of complaints or grievances which arise from disciplinary action, except for termination of an employee's services, the matter may be appealed to the Chief of Police or his/her designee, within five (5) work days of the Bureau Director or his/her designee's decision.
- B) In the cases of complaints or disputes which arise as questions of interpretation of provisions of this Memorandum of Understanding, excluding specifically conflicts relating to any disciplinary matters, except

for termination of an employee's services, the matter may be resolved through arbitration, in the following manner:

- 1) Notice in writing of intent to arbitrate shall be delivered to the Department Head and Chief Legal Counsel by the party seeking arbitration to the opposing party within ten (10) work days of the Department Head decision. The notice shall set forth the Articles or Sections of this Memorandum which are claimed to require modification, reversal or interpretation.
- 2) Within fifteen (15) work days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- 3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.
- 4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - a) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act, effectively. He shall observe the rules of evidence

and his/her decision shall be final and binding on both parties.

- b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum, nor shall he exercise any responsibility, discretionary powers or functions of the Department.
- c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this and is specifically prohibited from considering or basing his/her award on any alleged past practices of UG or Division or the Union.
- d) The arbitrator shall have no authority to substitute his/her judgment for that of the management of UG, Division or Department, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or the Division.
- e) The decision of the arbitrator shall be based on the evidence presented him by the parties in the presence of each other.
- f) The cost of the arbitrator shall be shared equally by UG and the Union.

ARTICLE XII– STRIKES AND LOCKOUTS

§ 12.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself and the UG. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage nor instigate any work slowdowns, stoppages or strikes, or any actions that are detrimental to the operations of the Department. The UG agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any member of the unit for his/her actions as a member of the Bargaining Unit provided those actions are not proscribed by law. Any violation of this Article may be the subject of disciplinary action, including discharge. The Union and its stewards shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein, take all reasonable affirmative action to terminate such conduct.

ARTICLE XIII - VACATIONS

§ 13.1 Entitlement

For those employees hired before January 1, 2016, after completing one (1) year of service, each employee shall be entitled to a vacation as provided herein upon:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	eleven (11) working days.
5 through 8 years	seventeen (17) working days.
9 through 13 years	twenty (20) working days.
14 through 19 years	twenty-five (25) working days.
20 years or more	twenty-eight (28) working days.

For those employees hired on or after January 1, 2016, each employee shall be entitled to a vacation, accrued on a monthly basis, after completing six (6) months of service scheduled in

accordance with Section 13.4, as provided herein upon:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	ten (10) working days
5 through 8 years	sixteen (16) working days
9 through 13 years	nineteen (19) working days
14 through 19 years	twenty-four (24) working days
20+ years	twenty-seven (27) working days

Employees must have completed the requisite years of service prior to January 1, in a given year in order to be eligible for greater vacation benefits that year.

A “working day” shall be paid in the same number of hours as the employee’s then assigned shift at the time that the leave is taken – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours.

§ 13.2 First Year - Pro Ration

For any portion of the initial year of employment occurring prior to January 1, an employee shall be entitled to a pro-rated vacation. The pro-ration shall be computed in accordance with Section 13.6 of this Memorandum. (Example: Employee commences his/her employment on July 1, he/she would be credited 6/12's of ten (10) working days' vacation on January 1.)

§ 13.3 Holidays

When an employee is on vacation and one of the holidays recognized by this Memorandum falls during that period, the employee shall receive one (1) additional day off with pay to be taken at a later time, provided that sufficient personnel are available to provide the necessary service and at the discretion of the Communications Commander.

§ 13.4 Scheduling

Vacations will be scheduled by seniority among dispatchers on each shift as follows:

1. Commencing the day following the effective date of annual bid assignments, the dispatchers, in order of seniority, on each shift shall select their first four (4) days vacation block. Each dispatcher shall have up to two (2) hours maximum to make their choice provided that upon an employee's selection of their vacation, the list shall then proceed to the next employee for vacation selection. If an employee is on their scheduled days off, they will be called and if they do not respond, the employee will be called the following day and shall have up to two (2) hours maximum after said phone call is made to make a vacation selection. If the employee fails to make their vacation selection at this point they will be skipped. Each day thereafter the next senior dispatchers on each shift shall then select their first four (4) days vacation block until all dispatchers have had an opportunity to make their first selection for vacation that year. The same procedure shall then be followed until all employees' vacation on each shift has been scheduled. Employees may select their vacation days after their initial four (4) days vacation block is selected in minimum amounts of one (1) full twelve (12) hour day. Employees may leave a maximum of four (4) of their vacation days unscheduled to be used in full one (1) day twelve (12) hour increments. Employees hired on or after January 1, 2016 may carry over the equivalent one year of vacation entitlement based upon the employee's tenure at the time the employee makes the carry over election as hereinafter provided. Employees hired before January 1,

2016 shall be permitted to carry over four (4) vacation days as hereinafter provided. Employees must designate at the conclusion of the annual vacation bidding process the number of vacation days that they intend to carry over to the next year as provided for herein. The vacation credits carried over must be used during that next year.

2. A skipped employee will be allowed to make only their second selection in the next round.
3. An employee's first choice of vacation will be scheduled in blocks of four (4) or more consecutive vacation days, except as provided herein. ("Consecutive" means regularly scheduled workdays). A maximum of two (2) holiday/compensatory/award days may be scheduled in conjunction with any four (4) or more consecutive day vacations. A maximum of one (1) holiday/compensatory/award day may be scheduled in conjunction with any vacation less than four (4) days provided that all of such time off is scheduled at the time of the annual vacation scheduling identified in section 13.4(1) above. An employee need not have accumulated sufficient holiday/compensatory time at the time that such employee schedules such holiday/compensatory leave in conjunction with vacation leave as provided above, however, such employee shall have accumulated sufficient holiday/compensatory leave as of the date when such holiday/compensatory leave is actually taken. This does not prevent an employee from requesting additional days off with their vacations, however, those requests will be submitted the same as any normal request for time off. Employees must

make written application to their supervisor to use any unscheduled vacation days which the employee has reserved as set forth in paragraph 1 above at least twenty-four (24) hours in advance of the usage. Day off requests made more than 72 hours prior to the requested day off utilizing vacation, holiday or compensatory time shall be granted or denied 72 hours prior to requested day off. The employer may grant or deny the request depending upon manpower. Should the employee not be allowed to use this unscheduled vacation by the end of the year after at least five (5) requests by the employee to use those unscheduled vacation days, then they shall be paid at their base rate of pay for these days.

4. Employees with less than one (1) year of service may schedule their vacation in accordance with this Section 13.4, however, they may not use their vacation entitlement until after their six (6) month employment anniversary date.
5. Employees may submit a request to reschedule a vacation choice, in writing, provided such change does not affect other scheduled vacations and provided that the granting of such request shall be within the discretion of the Communications Commander.

§ 13.5 Exception

Employees shall not accrue vacation time while on leave of absence, lay-off, suspension or while absent (in excess of six (6) months) due to a non-work related injury or illness. In the event any employee is absent from work on an authorized leave of absence, or on lay-off status or due to non-work related illness or injury in excess of six (6) months, his/her vacation shall be reduced pro rata to the portion of the year he/she earned and was eligible for vacation privileges.

§ 13.6 Pro-Rata Vacation

For employees hired before January 1, 2016, for the purpose of computing vacation pay, an employee shall earn one-twelfth (1/12) of his/her vacation for each month of service during the twelve (12) month period preceding January 1 of each year. For employees hired on or after January 1, 2016, for the purposes of computing vacation pay, an employee shall earn one-twelfth (1/12) of his/her vacation for each month of service on a monthly basis. Each month in which an employee works fifteen (15) days shall be considered a month of service. Employees who are discharged prior to taking their vacation shall not forfeit any right to accrued vacation.

§ 13.7 Termination of Service

An employee whose employment is terminated for any reason shall receive that portion of his/her vacation which has been earned in the current service year on a pro-rated basis (one-twelfth (1/12) of the vacation earned in the current service year for each calendar month completed), and should an employee have taken more vacation than he/she has actually earned, it shall be deducted from his/her final pay check.

ARTICLE XIV - RETIREMENT AND PENSION FUND

§ 14.1 Retirement and Pension Fund

All full time employees shall come under the Kansas Public Employees Retirement System as set forth by UG of Kansas City, Kansas in effective Charter Ordinances or Resolutions and Kansas State Statutes.

ARTICLE XV - INSURANCE

§ 15.1 Medical Plan

During the term of this Memorandum, UG agrees to offer the employees of the
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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 following monthly premium contribution 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:

<u>Annual Base Pay</u>	<u>Monthly Premium Contribution</u>
\$30,000 or less	\$10.00 per month
\$30,001 - \$60,000	\$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 trainer'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.

With respect to the foregoing individual premium contributions, if the Unified Government enters into a Memorandum of Understanding with another bargaining unit (“MOU”) which does not require employees to contribute in the same amounts as stated above for the calendar years 2018 and 2019, then the herein covered employees shall only be required to contribute to the individual coverage premium as provided within such bargaining unit’s MOU. The foregoing sentence shall not apply if the MOU for such other bargaining unit provides for a lower cumulative cost of living percentage increase to wages during the term of this MOU, 2018-2019. The foregoing provision shall also apply only to those memoranda of understanding or other collective bargaining agreements which cover employees who participate in the Unified Government’s medical plan.

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/her portion of the premium therefore shall deducted

from the employee's paycheck.

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 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 have 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 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 he/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 "premium stabilization" reserve fund of at least five percent (5%) of the previous year's total premium costs amount.

Employees may elect to have their premiums paid by pre-tax dollars.

§ 15.2 Benefit Advisory Committee

The Union is permitted to have not to exceed one (1) representative on the Employee Health Benefits Committee, which representative will be entitled to attend the committee meetings where health insurance covering the U.F.C.W. represented employees is discussed or voted upon. Attendance at these meetings outside of normal working hours will not be

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compensable time.

ARTICLE XVI - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence which shall be granted is the decision of the Communications Commander. The maximum general leave of absence shall be thirty (30) days, but the Communications Commander may extend such leave in writing for a period of ninety (90) days. Any employee desiring a general leave of absence shall submit a written request to the Communications Commander at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an employee may take a general leave of absence, written permission must be obtained from the Communications Commander with notice to the Union. The time an employee spends on general leave of absence shall not be counted as time worked in determining vacation benefits or any other benefits under this Memorandum. Failure to report at the end of a general leave of absence will be considered a voluntary resignation on behalf of the employee. If an employee on a general leave of absence obtains other employment while on such leave, his/her employment will be automatically terminated and the employee will have no recourse whatsoever under this Memorandum.

§ 16.3 Personal Days

Employees may, with the Communications Commander's permission, take up to six (6) personal days per year. Personal Days may be charged to any accrued leave of the individual employee's choice. Personal days will not be granted on designated holidays as set forth in 6UY0789.DOC

Section 17.1 herein. Personal day leave requests must be made twenty-four (24) hours in advance of the leave and in writing except in cases of emergency; however, two of such six (6) personal days per year may be scheduled in the same manner that employees are permitted within this MOU to call off sick. Use of these two (2) days shall not be counted as an occurrence within the meaning of Section 16.12; however, if an employee extends the leave beyond the two permitted days utilizing sick leave for the extended leave period, then such extended leave will be counted as an occurrence. The personal day leave request shall be granted on a first come, first served basis based upon staffing needs.

§ 16.4 Emergency Leave

In the event of an emergency that requires an on duty employee to be absent, said employee may request to use any accumulated leave time to cover their absence. If sick leave is used it will be deducted from such employee's accumulated sick leave time bank, however, it will not be considered as an occurrence. Reasonable verification of such emergency may be required and the existence of an emergency will be determined by the Communications Commander or his/her designee.

§ 16.5 Family Medical Leave

The UG Human Resource Guide (H.R.G.) section concerning family medical leave, as amended, is incorporated herein by reference.

§ 16.6 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of 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. Any employee who is a member of the

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National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his/her military obligation in accordance with Federal Law. Accrual of sick leave, holidays, vacation and other benefits while on military leave shall be determined by applicable State and 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 comply with UG procedure in requesting such leave and upon his/her separation from the service he shall be entitled to such benefits accruing to him under existing federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his/her separation from service on his/her initial tour of duty or he will be considered as having voluntarily resigned.

§ 16.7 Injury Leave

- A) An employee who sustains injuries arising out of and in the course of his/her employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the employee is unable to work, he/she shall receive the difference between his/her regular pay calculated based upon a forty (40) hour work week and the workers' compensation benefits he/she receives for the first thirteen (13) weeks of any such injury leave. Thereafter, any further injury leave shall be at the discretion of the UG Commission.
- B) An employee on injury leave shall be required at least every thirty (30) days to furnish a physician's certificate to the Division stating his/her medical condition, the likelihood of his/her return to work and a statement, based upon reasonable

medical certainty, as to when the injured employee may return to his/her regular duties with the Division and a statement that the injured employee is unable to return to his/her duties due to a bona fide work related injury.

- C) An employee injured on duty must report, in writing, such injury forthwith to his/her immediate supervisor. The injury shall be recorded by the employee on the appropriate Division reports in accordance with Division operating procedures.
- D) Employees on approved injury leave are prohibited from being gainfully employed by an employer other than UG or being self-employed, if self-employment involves physical labor of any kind.

§ 16.8 Funeral Leave

Each employee shall have, in the event of a death in his/her immediate family, three (3) consecutive regularly assigned work days off with pay as long as one (1) of the funeral leave days is the day of the funeral. The employee shall be granted only one (1) additional day off with pay, in addition to the three (3) days leave referenced above, for any verified travel in excess of 500 miles. The term "immediate family" shall include the employee's or current spouses, children, step children, grandchildren, great grandchildren, parents, grandparents, grandparents of a spouse, great grandparents, great grandparents of a spouse, step parents, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law or any other relative living in the employee's home immediately prior to the death. The Communications Commander may grant, within his/her sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals or extend the funeral leave. The employee may be asked

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to provide satisfactory proof of death and his/her attendance at the funeral.

§ 16.9 Sick Leave

A. Accrual of Sick Leave.

- 1) All employees hired before January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one and one fourth (1 1/4) days for each full month of service. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service. Leave entitlement shall be calculated in the same number of hours as the employee's then assigned shift on the date of the absence – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours. There shall be no limit on the number of sick days the employee may accrue.
- 2) No sick leave benefits shall accrue until after the employee has completed six (6) months of his/her probationary period as an employee of the division.
- 3) Sick leave shall not accumulate during general leave, military leave, suspension in excess of fifteen (15) days or layoffs.
- 4) An Employee must actually work or be credited with working at least fifteen (15) days per month in order to accumulate the sick leave entitlement for that month.
- 5) Accrued, unused sick leave will be forfeited.
- 6) Any employee not using sick leave or FMLA leave between, January 1 through June 30 and July 1 through December 31 of any calendar year shall receive one

(1) work day off with pay for each six (6) month period. Award day accrual shall be calculated in the same number of hours as the employee's then assigned shift – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours. Award day requests must be made twenty-four (24) hours in advance of the leave in writing except in cases of emergency. Such days off may be taken by the employee, schedule permitting, and with the consent of the Commander or his/her designee. If such award days are not used they will accrue in the employee's time bank. All accumulations of award days shall terminate upon termination of employment with the UG.

- 7) All accumulations of sick leave shall terminate upon termination of services with UG except in the case of an Employee who is laid off from his/her position for reasons that are not discreditable to his/her, in which event he/she may, if reappointed, use any unused sick leave existing at the time of his/her lay-off. Provided, however, that Employees who were hired before January 1, 2016 who have accumulated sick leave and who are eligible for pension at the time of their retirement in accordance with Article XIV shall be paid at their regular salary in a lump sum for such accumulated sick leave up to eight-hundred (800) hours. If an Employee has less than the referenced number of accumulated sick leave hours, he/she shall receive the pro rated 1/30 of one month's pay for each day of accumulated sick leave existing at the time. Upon retirement, employees hired on or after January 1, 2016 shall receive regular straight time compensation for fifty

percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay (maximum of 247.5 hours calculated based upon 50% of a maximum of 60 work days at 8.25 hours per day).

- 8) Supervisors will keep a record of sick days taken by their personnel.

B. Use of Sick Leave.

- 1) Reasonable proof of illness and recovery may be required by the Division before an Employee may return to work or receive sick leave benefits as stated herein.
- 2) Sick leave may be utilized for maternity leave, physical, or mental illness.
- 3) In the event an Employee abuses the sick leave benefit herein provided, the Communications Commander may direct that no sick leave may be granted the Employee until he/she has been absent for more than one (1) day due to illness or injury, provided, that this will not be used to discriminate against an Employee.
- 4) Sick leave shall only be used for the purpose for which it was intended, that being to provide an Employee protection against a loss of pay due to illness or to attend to a child, spouse or parent who resides with the employee and whose illness or injury requires the employee's presence.
- 5) Sick leave may not be converted into any other form of compensation.
- 6) When any Employee is sick and cannot report for duty, notice of his/her absence shall be made in every case to the Communications Commander or supervisor on duty. This notice shall be made by the Employee or by a member of his/her immediate family, at least two (2) hours before his/her reporting time. When an Employee provides a doctor's note accompanying his/her initial report of sick

leave which indicates the duration of time off required due to such illness or injury, the initial report by the Employee will be sufficient to cover such time off for the duration of such illness or injury.

- 7) All Employees reporting sick, including on the employee's regular days off when preceded and followed by a day of absence due to sickness or injury, will remain at their home or place of confinement. Employees who are absent from work and have reported that they are sick and are absent from their residence or place of confinement shall be held accountable for their absence. If place of confinement is not the Employee's listed residence, he/she shall thus notify the supervisor he/she is reporting to.
- 8) An employee's feigning illness shall subject his/her to disciplinary action and supervisors shall be held responsible for ensuring that their Employees when reporting sick are making a true report of their condition. UG retains the right to check on Employees at home or place of confinement to verify the appropriate use of sick leave.
- 9) Proof of sickness must be received from any individual Employee on the seventh (7th) occasion and thereafter (each incident of being sick will be a time) in any twelve (12) month period. Any illness or sickness resulting in four (4) days of continuous sick leave will require proof of illness and a doctor's release to return to work.
- 10) Any Employee on sick leave is prohibited from being gainfully employed by any employer other than the UG or from being self-employed.

§ 16.10 Exhaustion of Accrued Sick Leave.

Employees who request to use sick leave but have no accumulated sick leave to use shall be treated as follows:

- 1) If the Employee has accumulated holidays, vacation days or compensatory time to their credit, the Employee shall use accrued holiday, vacation or compensatory time credits; however, such Employee shall be subject to the discipline provided for in subsection (3) below. Any leave taken under this Section shall be considered sick leave for purposes of Section 16.12.
- 2) If the Employee has no accumulated holidays, vacation or compensatory time credits, such Employee will be docked for the day's pay and subject to the progressive discipline-provided for in Subsection (3) below.
- (3) For each occurrence, the employee shall be docked for the absence and shall be disqualified from working voluntary overtime (pursuant to Section 8.2(B)(2)(a) "First") for a period of fifteen (15) calendar days.

§ 16.11 Donation of Sick Leave.

- 1) An Employee of this Bargaining Unit may donate up to forty (40) hours sick leave to other Employees within this Bargaining Unit, who are off of work due to personal illness and have no accrued vacation, sick leave, compensatory time or any other accrued leave, provided that the donor has in excess of One Hundred (100) hours accumulated sick leave following the donation. Donated sick leave will not be paid out upon separation. Employees receiving workers compensation benefits or disability benefits under UG disability policies may not receive and/or

use donated sick leave.

§ 16.12 Excessive Use of Sick Leave.

If any Employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions; or 2) used six (6) or more sick leaves immediately before or immediately after his/her regular days off, vacation days, holidays, or any paid leave of absence; he/she shall be classified as an "excessive user of sick leave" except where disciplinary action is prohibited by the Family and Medical Leave Act (F.M.L.A.). An "occurrence" shall consist of any single day or contiguous block of days in an employees work week. When the Employee is absent from work for four (4) hours or less for a pre-approved doctor's appointment, it shall not be considered an occasion of sick leave for the purpose of identifying excessive users, provided that the physician's statement satisfactorily verifies the Employee's attendance at the appointment. The Employee shall be notified, in writing, when he/she is so classified as an excessive user of sick leave, and notified in writing when he/she is no longer so classified. This written notice shall be given within fourteen (14) calendar days after the Employee has been so classified as an excessive sick leave user and within fourteen (14) calendar days after the Employee has been removed from the excessive users list. Notice shall be deemed to be given when handed to the Employee, or upon delivery through department email. For the following Three Hundred and Sixty-Five (365) consecutive calendar day period the excessive user Employee shall concurrently be subject to the following rules concerning the use of sick leave:

- 1) Physician's Statement: The Employee shall furnish a statement from a physician to his/her supervisor on each occasion the Employee uses sick leave. The statement shall be furnished on the physician's first regular business day of the sick leave

use. Notification by facsimile from the attending physician's office to the Communications Commander may be accepted. The statement shall contain the physician's opinion of the probable length of time of the necessary sick leave and the physician's statement that the Employee was unable to work the day that he/she was absent. If the Employee does not furnish a physician's statement as provided, he/she shall receive the following discipline:

- a) 1st offense -- one (1) work day suspension without pay.
 - b) 2nd offense -- seven (7) work days suspension without pay.
 - c) 3rd offense -- termination.
- 2) Continued Use of Sick Leave: If the "excessive user" Employee shall either: (a) use sick leave on seven (7) or more occasions, or (b) use six(6) or more sick leaves immediately before or immediately after his/her regular days off, vacation days, holidays, or any paid leave of absence, then discipline shall be as follows:
- 1) 1st offense - fifteen (15) calendar days without pay;
 - 2) 2nd offense - thirty (30) calendar days without pay;
 - 3) 3rd offense - the Employee may be subject to termination.

ARTICLE XVII - HOLIDAYS

§ 17.1 Designated Holidays

Employees shall receive one (1) day with pay for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

For each holiday day taken, employees shall be compensated in the number of hours of their then assigned shift – i.e. one (1) working day for an employee assigned to a 12.25 hour shift equals 12.25 hours; one (1) working day for an employee working an eight (8) hour shift equals eight (8) hours.

§ 17.2 Additional Holidays

Employees shall, in addition to the above holidays, receive all other holidays declared to be such by the UG Commission for the benefit of other UG employees. This provision shall not apply if the holidays listed in this Article fall on a Saturday or Sunday. This provision shall not apply when Unified Government facilities are closed for any reason for less than a full workday, whether in connection with a recognized Holiday, adverse weather, or any other reason.

§ 17.3 Conversion of Holiday Credits

Alternate days off in lieu of a holiday with pay, if not taken by the January following the holiday, will be converted into compensatory time or pay.

§ 17.4 Sick Leave Use on Holiday

Employees who use sick leave on a designated holiday that falls on a regular work day shall not accrue an alternate day off for that holiday.

§ 17.5 Work on Thanksgiving or Christmas Day

Employees who work on Thanksgiving or Christmas Day shall be paid at a rate of two times (2x) the employee's base hourly rate for those hours actually worked on that day.

ARTICLE XVIII - DISCIPLINE

§ 18.1 Discipline

The Union recognizes that the Department Head has the responsibility for maintaining
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discipline and the efficient and orderly operation of the Unit. Accordingly, the authority to discipline employees is vested exclusively in the Department Head. However, the Department Head may from time to time delegate this authority to subordinate employees.

Employees, excluding probationary employees, shall only be disciplined, discharged or demoted for just cause. Just cause shall include but not be limited to violations of, Unit, Kansas City, Kansas Police Department General Orders, Kansas City Kansas Police Department Police Communications S.O.P., and/or Kansas City, Kansas Police Department Civilian (Non-Sworn) rules and regulations and this Memorandum of Agreement. Probationary employees may be disciplined at the discretion of UG.

Discipline imposed as a result of other than an Internal Affairs Unit or Human Resources investigation shall be imposed within fourteen (14) days, on which the employee is working and available, of the incident giving rise to the discipline or of the incident becoming known, which time may be extended by mutual written agreement, which agreement shall not be denied unreasonably. Discipline imposed as a result of an Internal Affairs Unit or Human Resources investigation shall be imposed within thirty (30) days, on which the employee is working and available, from the completion of such investigation and submission of the investigative file to the Chief or his/her designee for determination of discipline, which time may be extended by mutual written agreement, which agreement shall not be denied unreasonably.

ARTICLE XIX - TECHNOLOGICAL CHANGE / TRAINING

§ 19.1 Technological Change

The parties recognize that automated equipment is now and will in the future be available which could be incorporated in Division operations. UG recognizes that there is a desire to

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protect and preserve work opportunities. At the same time, the Union recognizes that UG has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

- A) In the event UG introduces major technological changes which would have a direct material impact affecting Bargaining Unit work, twenty (20) days advance notice of such change will be given to the Local Union President in writing.
- B) Any necessary training of employees will be furnished by UG at no expense to the employees and employees shall be compensated at the overtime rate when they are required to be retrained during their off-duty hours which exceed the normal work week. Employees required to be retrained due to technological change, shall be required to attend the technological training as and when directed by Unified Government.

§ 19.2 Training During Scheduled Time Off.

A. Contractual Days Off.

The Department will endeavor to avoid scheduling training on an Employee's regular day off; however, the parties recognize that this is not always possible, particularly when a required certification dependent upon training would expire absent such Employee's attendance. If training is scheduled on an employee's contractual regular day(s) off, then such employee may be given the choice of compensatory time/overtime pay, provided that such scheduled work would qualify for compensatory time/overtime pay as provided in Article 8.

Alternatively, within the discretion of the Communications Commander, such

employee may elect to take an alternate day off during the same pay period, as defined in Article 8.1, for every contractual regular day off forfeited, as manpower permits. Such election shall be made by the employee at the time of notification that training is scheduled. An Employee attending training on their regular day off will be paid for the entirety of the time scheduled for the training, even if the amount of time spent in training is less than that time scheduled.

B. Vacation.

If training conflicts with an employee's selected annual vacation choices, scheduled comp time and/or personal days, reasonable attempts by the Communications Commander to provide an alternative training schedule will be made.

§ 19.3 Mileage for Training.

When an Employee is required by the Employer to attend training outside of Wyandotte County, such Employee shall be compensated at the IRS rate for mileage actually incurred by the Employee travelling to and from such required training.

ARTICLE XX - ALCOHOL & DRUG-FREE WORKPLACE & TESTING

§ 20.1 Alcohol and Drug-Free Workplace and Testing

The Union and UG agree to be governed by UG's Alcohol & Drug Testing Program, attached hereto. In addition, the Bargaining Unit employees shall be subject to the Drug-Free Workplace Act of 1988, as amended, and City policy concerning employees alcohol and drug use testing.

§ 20.2 Smoke-Free Workplace

The Union and City agree to be governed by UG's policies and procedures concerning the Smoke-Free Workplace.

ARTICLE XXI - ENTIRE MEMORANDUM OF UNDERSTANDING

§ 21.1 Entire Memorandum of Understanding

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between UG and the members of the Union and constitutes the entire Memorandum between the parties except as to those areas of employment not covered herein which are subject to City ordinances existing at the date of this Memorandum.

Any conflict which may exist between existing City ordinances and the provisions of this Memorandum of Understanding shall be determined in favor of this Memorandum of Understanding. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during negotiations which resulted in this Memorandum of Understanding, 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the UG and the Union for the life of this Memorandum 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 XXII - SAVINGS CLAUSE

§ 22.1 Savings Clause

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 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.

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 XXIII - DURATION

§ 23.1 Duration

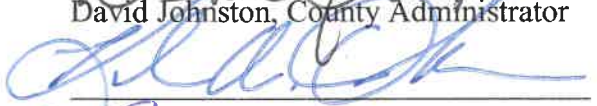
This Memorandum shall be in full force and effect from January 1, 2023 through December 31, 2025 and from year to year thereafter unless written notice to the contrary be given either party to the other not less than sixty (60) days prior to the anniversary date of a desire to open this Memorandum for negotiation.

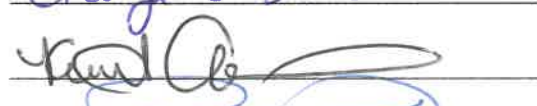
IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**



David Johnston, County Administrator




George E. Smith


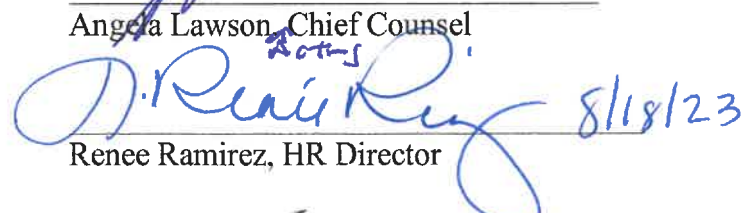
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8/29/2023

DATE

Approved as to form:




Angela Lawson, Chief Counsel



Renee Ramirez, HR Director 8/18/23

Attest:

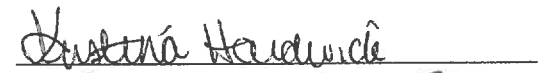


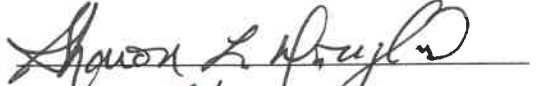
Unified Government Clerk


**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 2**



Pamela Carter



Justina Handwick


Sharon L. Hays


Sharon L. Hays
8/12/23
9/12/23

DATE

APPENDIX A

Dispatcher

EFFECTIVE DATE (Hourly wage rate).	1/1/23 3%	7/1/23 2%	4/1/24 3%	1/1/25 1%
Dispatcher (Less than 12 months)	\$22.06	\$22.50	\$23.18	\$23.41
First Increment (Minimum of 12 months)	\$22.94	\$23.40	\$24.10	\$24.34
Second Increment (Minimum of 24 months)	\$23.87	\$24.34	\$25.07	\$25.32
First Merit Increment (Minimum of 42 months as Dispatcher)	\$25.29	\$25.79	\$26.57	\$26.83
Second Merit Increment (Minimum of 60 months as Dispatcher)	\$26.81	\$27.35	\$28.17	\$28.45
Third Merit Increment (Minimum of 120 months as Dispatcher)	\$28.15	\$28.71	\$29.57	\$29.87
Lead Dispatcher	\$30.94	\$31.56	\$32.51	\$32.83

The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service.

911 Call Operator

EFFECTIVE DATE (Hourly rate)	1/1/23 3%	7/1/23 2%	4/1/24 3%	1/1/25 1%
911 Call Operator (Less than 12 months)	\$20.86	\$21.27	\$21.91	\$22.13
First Increment (Minimum of 12 months)	\$21.28	\$21.71	\$22.36	\$22.58
Second Increment (Minimum of 24 months)	\$21.70	\$22.14	\$22.80	\$23.03
First Merit Increment (Minimum of 42 months as Dispatcher)	\$22.13	\$22.58	\$23.25	\$23.49
Second Merit Increment (Minimum of 60 months as Dispatcher)	\$22.58	\$23.03	\$23.72	\$23.96
Third Merit Increment (Minimum of 120 months as Dispatcher)	\$23.03	\$23.49	\$24.20	\$24.44

