

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, MID-AMERICA  
CARPENTERS REGIONAL COUNCIL

January 1, 2022 – December 31, 2024

## MEMORANDUM OF UNDERSTANDING

### ARTICLE 1 – INTENT AND PURPOSE.

This MEMORANDUM OF UNDERSTANDING by and between the Unified Government of Wyandotte County/Kansas City, Kansas and the United Brotherhood of Carpenters and Joiners of America, Mid-America Carpenters Regional Council, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or “Construction Agreement” (Joint Agreement between Builders’ Association of Missouri and the Union, effective May 1, 2013 marked Exhibit “A” and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

### ARTICLE 2 – RECOGNITION.

The Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter the “U.G.”) recognizes and acknowledges the above-stated Carpenters Regional Council (hereinafter the “Union”) as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all carpenters employed by the Building and Logistics Department of said Unified Government.

### ARTICLE 3 – EMPLOYER’S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the U.G. of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the U.G., except that Union members shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the U.G., and subject to all policies, orders and directives, written or oral, of the U.G., the Commissioners, the County Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the U.G. agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff, the U.G. shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The U.G. may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the U.G. and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full force and effect. Disputes concerning the application or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to

arbitration as provided hereunder. To the extent practical, the U.G. will give prior notification of such rules and regulations to the Union.

Section 4. This Memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the U.G. by law.

#### ARTICLE 4 – FILLING OF VACANT POSITIONS.

When any permanent job vacancy exists in a bargaining unit position, the U.G. may determine within forty-five (45) days from the declaration of the vacancy by the U.G. whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within sixty (60) working days from the determination to fill it or within a reasonable time thereafter. However, even if the U.G. initially determines not to fill a position, the U.G. expressly reserves the right, at any time, to determine that such a position should be permanently filled and then posts the same for bid.

If the U.G. determines that a position is to be filled, the following procedure shall govern:

- (a) Such job vacancies shall be posted for ten (10) working days along with the information related to the qualifications required for the position and the department which the position is assigned. The affected bargaining unit local will be sent a copy of the job vacancy posting.
- (b) Applicants desiring to apply for a job vacancy may do so by being qualified and/or certified. In order for an applicant to be considered, a U.G. employment application and related application materials must be submitted to the Human Resources Department within the specified guidelines.
- (c) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, education, experience, ability, and past performance as long as such selection does not contravene any affirmative legal responsibility placed upon the U.G. and the applicant's successful completion of a drug screen and physical examination.

#### ARTICLE 5 – WAGES.

Section 1. During the term of this Memorandum of Understanding, the employees covered by this MOU shall receive the following wages: 3% increase January 1, 2022, 3% increase January 1, 2023, and 3% increase January 2024:

	1/1/22	1/1/23	1/1/24	
<b>Carpenter and Lather</b>	\$33.28	\$34.28	\$35.31	
<b>Foreman Carpenter and Lather</b>	\$37.31	\$38.43	\$39.58	

All wages include one dollar (\$1.00) per hour vacation benefit contribution. In addition, all wages include supplemental dues, which are calculated by dividing the U.G. straight-time wage by the Kansas City Area 1 Commercial outside journeyworker straight-time wage, and multiplying the quotient by the supplemental dues amount specified in the Kansas City Area 1 Commercial outside agreement for journeyworker carpenters.

Section 2. In addition to the wage rate above mentioned, the U.G. will pay one hundred percent (100%) of the fringe benefits specified in the Agreement.

Section 3. Fringe benefits change under the Agreement, the craft shall obtain from the contracting association a written notice sent by registered mail, to the County Administrator and the Human Resources Department, the U.G. will adjust fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change.

Section 4. The U.G. agrees that members of the carpenters craft employed as regular part-time employees shall be paid one hundred percent (100%) of the wage rate specified in this MOU and one hundred percent (100%) of the proportionate fringe benefits of the applicable carpenters craft and time for the purposes of this Memorandum part-time employees who are employed for a future specified limited period of time not to exceed ninety (90) calendar days.

Section 5. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other U.G. employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any U.G. contribution. All such persons shall not be eligible to participate, receive or purchase any dental or vision insurance provided by the U.G.

#### ARTICLE 6 – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, injury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the U.G. as expressed in the Human Resources Guide, and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

#### ARTICLE 7 – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

#### ARTICLE 8 – UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article IV of said agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution, Article 15, Section 12, and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliation and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the U.G. cannot require as a condition of employment that all employees of the U.G. covered by the attached Agreement will be members of the Union in good standing while so employed by the U.G.

#### ARTICLE 9 – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the U.G. is prohibited from entering into or becoming a party to the provided trust agreement or funds set out in the Agreement in Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

#### ARTICLE 10 – WORKING RULES.

Article XI of the Agreement was previously s deleted and the subjects expressed therein shall be governed by the provisions of the Human Resources Guide.

#### ARTICLE 11 – SPECIAL MILLWRIGHT WORK RULES.

Article XI of the Agreement was previously deleted.

#### ARTICLE 12 – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two (2) weeks, as opposed to weekly. This practice shall in no way modify the amount of compensation to be received by the represented employees as provided herein.

#### ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of the Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from any unmeritorious grievances. A union representative may be present during any step of the grievance procedure.

Step 1. Within ten (10) days of the occurrence or events giving rise to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or event, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2. If the grievance is not satisfactorily adjusted under Step 1, a written grievance shall be submitted to the employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3. If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the U.G. receives the supervisor's written report pursuant to Step 2. The division head shall attempt to resolve the matter and shall give a written answer within five (5) days after receiving the written appeal.

Step 4. If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after the receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties and shall give a written answer within five (5) days after receipt of the division head's decision.

Step 5. If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator or designee within five (5) days after receipt of the department head's written decision. The County Administrator or designee shall render a decision in writing within ten (10) days thereafter.

Step 6. If the County Administrator's or designee's decision is not satisfactory to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the U.G. or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.

- (b) Within fifteen (15) calendar days after the 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 (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.
- (d) Once the parties have selected an arbitrator, the parties shall act with all deliberate speed to schedule a hearing date for the arbitration.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The U.G. and the Union shall share the cost of the arbitrator equally.

#### ARTICLE 14 – NEW EMPLOYEES

The parties agree that in the event a current bargaining unit member of United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council is no longer employed by the Employer as a bargaining unit member, the contract will be reopened. In the event that the current bargaining unit member is no longer employed as a bargaining unit member for disciplinary reasons, the contract will not be reopened until any grievance is resolved. If the grievance results in the current bargaining unit member being reinstated, then the contract remains in effect. If not, then the contract will be reopened.

#### ARTICLE 15 – DURATON.

Article 16 of the Agreement is deleted. This Memorandum shall be in full force and effect from January 1, 2022, (effective date), to and including December 31, 2024, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year. The attached agreement shall be deemed a part of this Agreement.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desires to negotiate changes or revisions in this Memorandum, either party may serve upon the other a written notice not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2024, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Memorandum.


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

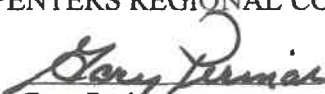
**EMPLOYER**

**UNION**

THE UNIFIED GOVERNMENT

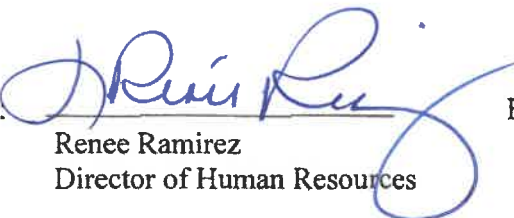
MID-AMERICA  
CARPENTERS REGIONAL COUNCIL


By:   
Douglas G. Bach  
County Administrator

By:   
Gary Perin  
Executive Secretary-  
Treasurer

Date: 12/02/2021

Date: 12/1/2021

By:   
Renee Ramirez  
Director of Human Resources

By:   
Dave Earley  
Business Representative

Approved as to form:

  
Misty S. Brown, Chief Counsel

ATTEST:

  
Unified Government Clerk