

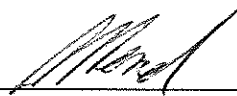
RESOLUTION NO. R-42-17

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

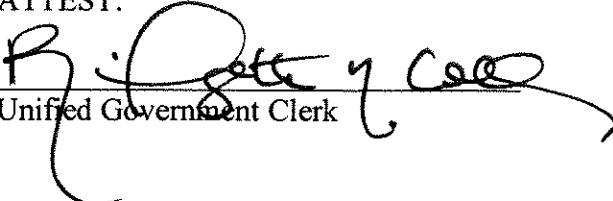
That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the following:

- (1) Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Painters District Council No. 3 effective October 1, 2017 to December 31, 2019.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS 12 DAY OF October, 2017.



Mark Holland, Mayor/CEO

ATTEST:


Unified Government Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**PAINTERS DISTRICT COUNCIL NO. 3
INTERNATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES**

OCTOBER 1, 2017 – DECEMBER 31, 2019

MEMORANDUM OF UNDERSTANDING

ARTICLE I – INTENT AND PURPOSE.

This MEMORANDUM OF UNDERSTANDING, dated this 12 day of Oct, 2017 by and between the Unified Government, Wyandotte County, Kansas City, Kansas, and the Painters District Council No. 3, International Brotherhood of Painters and Allied Trades, and vicinity, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or “Agreement” (Joint Agreement between Builder’s Association of Missouri and the Union, marked exhibit A and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE II – RECOGNITION.

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

ARTICLE III – 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 conferred by law on the U. G. or in any way abridging or reducing such 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 the Union member 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 Unified Government, Wyandotte County, Kansas City, Kansas, 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 IV – FILLING OF VACANT POSITIONS.

When a 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 post 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 to 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 Human Resources within the specified guidelines.
- (c) Such vacancies shall be awarded to the best qualified applicant considering the applicants 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 applicants successful completion of a drug screen and physical examination.

ARTICLE V – WAGES.

Section 1. During the term of this Memorandum of Understanding, the employees covered by this MOU shall receive the following wages in lieu of those wages provided for under the Agreement:

	10/1/17	1/1/18	1/1/19
Wage Rate	\$26.58	\$27.11	\$27.65

Section 2. In addition to the wage rate above, the U.G. will pay for the entire term of this Memorandum of Understanding one hundred percent (100%) of the fringe benefits specified in the Agreement, with the exception of the following: CISAP, STAR and Market Dues. The health and welfare rate shall be \$5.18/hr. in 2017 and \$5.60/hr. beginning in 2018 provided that such program is qualified under the Affordable Care Act. The pension rate shall be \$8.43/hr. in 2017 and 2018 and \$8.73/hr. in 2019. Any contributions to the health and welfare and/or pension plans exceeding these rates shall be borne by the Employee. Employer shall not be required to obtain a surety bond under Article VI of the Agreement.

Section 3. As wage rates change under the Agreement, the craft shall obtain from the contracting association a written statement of changes and the effective date thereof, and shall provide by registered mail, to the County Administrator and the Human Resources Department a copy thereof.

Section 4. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health, vision and/or dental 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.

ARTICLE VII – 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 VIII – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lock out 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 IX – 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 at Article 15, Section 12 and K.S.A. 75-4324 provide and guarantee and 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 X – 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 agreements or funds set out in the Agreement at Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

Article XI – WORKING RULES.

Paragraphs 1,2,4,5,6,7,8,11,13,14,15,17,19,21 of Article IX of the Agreement are deleted and the subjects expressed therein shall be governed by the provisions of the U.G.'s Human Resources Guide.

Article XII – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two 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 XIII – 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 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 the receipt of the written appeal 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 within five (5) working days after receipt of the department head's written decision. The County Administrator shall render a decision in writing within ten (10) days thereafter.

Step 6: If the County Administrator's decision is not satisfactorily 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 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 an arbitrator has been selected by the parties, the parties shall act with all deliberate speed to schedule a hearing 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 cost of the arbitrator shall be shared equally by the U.G. and the Union.

Article XIV – SUBCONTRACTING.

Article XV of the Agreement related to subcontracting is hereby deleted.

Article XV - NEW EMPLOYEES.

The parties agree that in the event a current bargaining unit member of District Council 3 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 XVI – DURATION.

This Memorandum shall be in full force and effect from October 1, 2017, (effective date), to and including December 31, 2019, (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) and not more than ninety (90) days prior to December 31, 2019,

(expiration date) or January 1 of any subsequent contract year. This Agreement shall replace the Memorandum previously executed by the parties set to expire on December 31, 2017 which shall be of no further legal effect from October 1, 2017 through December 31, 2017. 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 desire to negotiate changes or revisions in this Memorandum, either party may serve the other a written notice not less than thirty (30) and not more than ninety (90) days prior to December 31, 2019, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Memorandum.

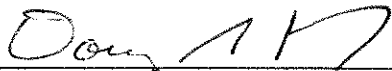
IN WITNESS WHEREOF, the parties
hereto have set their hands and seals this 12 day of October, 2017.

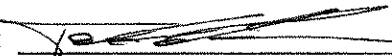
EMPLOYER

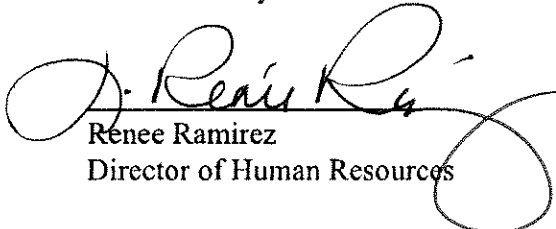
UNION

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS
CITY, KANSAS

DISTRICT COUNCIL NO. 3
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES,
AFL-CIO

By: 
Doug Bach
County Administrator


By: 
Todd Doree, Business Manager


Renee Ramirez
Director of Human Resources

ATTEST:


Unified Government Clerk

Approved as to form:


Kenneth J. Moore
Chief Counsel