

RESOLUTION NO. R-43-17

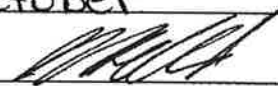
BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

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 Service Employees International Union, Local #1, effective January 1, 2018, through December 31, 2019.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

THIS 26 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

**THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL #1**

January 1, 2018 thru December 31, 2019

MEMORANDUM OF UNDERSTANDING

ARTICLE I

THIS MEMORANDUM OF UNDERSTANDING, dated the 1st day of January, 2018, by and between the Unified Government of Wyandotte County/Kansas City, Kansas. Hereinafter referred to as "the Employer" and Service Employees International Union, Local No. 1, hereinafter referred to as "the Union," entered into for the purpose of establishing rates of wages, hours of work, working conditions, health and safety measures, and procedures for the settlement of differences.

ARTICLE II

RECOGNITION

Employer agrees to recognize the Union as the sole and exclusive bargaining agent pursuant to the Public Employer Employee Relations Act for Building Engineers by the Unified Government Department of Buildings & Logistics.

ARTICLE III

EMPLOYER'S RESPONSIBILITY

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the Employer of any of its vested management rights or as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

Section 2. In the case of promotions, the Unified Government 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 lay off the Unified Government shall use seniority as the determining factor in

selecting the employees to be laid off. 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 Employer, except that Union members shall not be discriminated against as such.

Section 3. The Employer may adopt reasonable rules and regulations and amend the same from time to time, and the Employer and the Union will cooperate in the enforcement thereof. To the extent practical, the Employer will give prior notification of such rules and regulations to the Union.

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

ARTICLE IV

Section 1. Employees shall be paid the following wages:

	1/1/18	1/1/19
Wage Rate	\$33.18	\$33.84

The Apprentice wage rate shall be at ninety percent (90%) of the above identified wage rate. An employee shall be deemed an Apprentice within the first eighteen (18) months of their employment. At the end of the initial eighteen (18) months of employment, the employee shall be paid the full wage rate provided that the employee is not at that time on a performance improvement plan and further provided that the employee must have successfully completed the Master Engineer License examination. If the employee is on a performance improvement plan, the employee shall remain at the Apprentice wage rate

until they have successfully completed the performance improvement plan. The Employer shall reimburse the cost of one preparatory class and one examination fee for each employee seeking to obtain his or her Master Engineer License upon such employee's successful completion of such examination.

ARTICLE V

FRINGE BENEFITS

Each employee shall be entitled to vacations, paid holidays, health benefits, pension, sick leave, family medical leave, funeral leave, military leave, personal leave, jury duty, and any other benefits in accordance with the Human Resources Guide of the UG as amended from time to time.

ARTICLE VI

STRIKES AND LOCK OUTS

There shall be no stoppage of work either by strike or lock out because of any dispute over matters relating to this Memorandum of Understanding, whether such matters are drafted within this Agreement.

ARTICLE VII

NONDISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of race, creed, sex, age, national origin, physical handicap or union activities.

ARTICLE VIII

WORKING CONDITIONS

All working conditions including discipline, discharge, equal opportunity in employment harassment in the workplace, workers' compensation and injury leave, unemployment compensation, responsible use of technology, and all other matters constituting working conditions shall be subject to and regulated by the policies of the UG as expressed in the Human Resources Guide and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE IX

HOURS OF WORK

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

A standard work day for full time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch.

Employees will be allowed not to exceed two (2) fifteen minute breaks (one in the morning and one in the afternoon) per normal working day. Designation of rest breaks, times, and locations shall be at the supervisors discretion. Rest breaks shall not be taken in conjunction with the employee's lunch period, except at the mutual agreement of each employee and supervisor.

ARTICLE X

OVERTIME

All employees shall receive one and one-half (1½) times their actual hourly rate of pay for work performed in excess of eight (8) hours in a day. Overtime shall only be time actually worked and approved by the UG. Provided that for purposes of overtime calculations, the UG holidays are considered to be time worked. Employees designated to be "on-call" on a weekend day (Saturday or Sunday) or on a holiday shall receive two hours "on-call" pay at the overtime rate in addition to any hours actually worked.

ARTICLE XI

HEALTH AND SAFETY

The UG is committed to providing a work place that is free from recognized safety and health hazards.

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

ARTICLE XII

SENIORITY

Each full time employee shall accrue seniority, retroactive to the latest date of hire, upon completion of his or her probationary period. Part time employees shall accrue seniority on the basis of hours of continuous service during the employee's most recent employment with the Employer. Full time employees are those employees regularly scheduled for forty (40) hours per work week. Part time employees are those regularly scheduled for less than forty (40) hours per work week.

"Employer Seniority" is an employee's total length of service since his or her latest date of hire. When the term seniority" is used in this Agreement it shall mean Employer seniority, unless the context clearly indicates otherwise. Employees transferred or promoted to positions with the Employer shall retain their Employer's seniority.

ARTICLE XIII

SAVINGS

In the event any part of this Agreement is judged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect.

ARTICLE XIV

GRIEVANCE AND ARBITRATION

Section 1. Both parties to this Memorandum of Understanding recognize that most grievances involve misunderstandings and every attempt should be made to resolve the grievance informally. Grievances should immediately be reported to the Employer by the employee or Union within 7 calendar days of when the situation became known or reasonably should have been known.

Section 2. In the event a grievance cannot be informally settled such grievance shall be reduced to writing and provided to the Human Resource Director within 7 calendar days of the resolution of the informal step.

Section 3. If satisfactory settlement of a grievance which involves the interpretation or application of the terms of this Memorandum of Understanding is not

obtained under Section 1 or 2 hereof, the Union may request that the matter be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator, a seven-person panel will be requested from the Federal Mediation and Conciliation Service with the Arbitrator selected by alternate striking of names.

Section. 4. The expenses and fee of the arbitrator shall be split by the parties. The arbitrator shall be limited to the particular dispute in question and shall be bound and governed by the provision of this Memorandum of Understand and restricted to its application to the facts presented. The arbitrator shall not have jurisdiction or authority to add, to modify, detract from, or alter in any way the provisions of the Memorandum of Understanding or any amendment or supplement thereto. The decision of the arbitrator shall be binding on the parties and employees involved.

Section 5. When it shall be necessary to reprimand and/or discipline an employee, the same shall be done in the privacy of the management supervisor's office or other private area.

ARTICLE XV

DURATION

THIS MEMORANDUM OF UNDERSTANDING shall be in full force and effect from January 1, 2018, and shall remain in force and effect until the 31st day of December, 2019, and shall continue in force and effect from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to December 31, 2019 or December 31st of any successive year of a desire to terminate or amend this Memorandum of Understanding.

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

EMPLOYER

UNION

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY, KANSAS
CITY, KANSAS

THE SERVICE EMPLOYEES
INTERNATION UNION, LOCAL #1

By: Doug Bach
Doug Bach
County Administrator

By: Tom Balanoff
Tom Balanoff,
SEIU President

Renee Ramirez
Renee Ramirez
Director of Human Resources

Tyler French
Tyler French
City Director, Kansas City

ATTEST:
B. J. Cole
Unified Government Clerk

Nancy E. Gross
Nancy E. Gross,
SEIU Vice President

Approved as to form:

David Miller

Kenneth J. Moore
Kenneth J. Moore, Chief Counsel

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into on this 25th day of September, 2017, by and between the Unified Government of Wyandotte County / Kansas City, Kansas ("Unified Government" or "UG") and Service Employees International Union, Local 1 ("Union") for the purpose of establishing leave benefits for bargaining unit employee David L. Miller.

WHEREAS, the Union is the sole and exclusive bargaining agent for building engineers employed by the Unified Government Department of Building and Logistics;

WHEREAS, bargaining unit employee David L. Miller was hired by the Unified Government after January 1, 2014;

WHEREAS, the Memorandum of Understanding between the Unified Government and the Union at Article V adopts those fringe benefits established by the Unified Government Human Resources Guide including vacations, paid holidays, sick leave and other paid leave;

WHEREAS, the Unified Government adopted revisions to the Human Resources Guide which divide employees into Category 1 and Category 2 employees with Category 1 employees being employees hired prior to January 1, 2014 and Category 2 employees being hired after January 1, 2014 for the purposes of establishing leave benefits;

WHEREAS, despite the fact that employee David L. Miller was hired after January 1, 2014, the parties have agreed that David L. Miller will receive leave benefits as a Category 1, employee;

NOW, THEREFORE, in furtherance of the parties' agreement, the parties state the following:

1. Employee David L. Miller shall receive leave benefits under the Human Resources Guide as a Category 1 employee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
25th day of September, 2017.

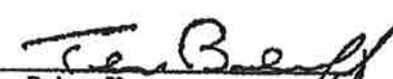
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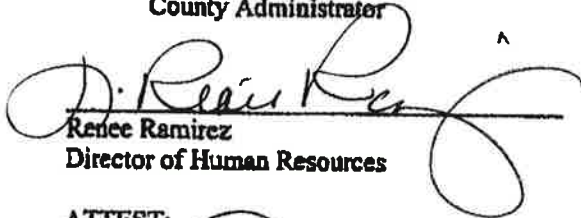
UNION

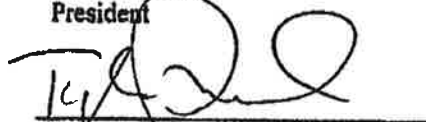
THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY, KANSAS
CITY, KANSAS

THE SERVICE EMPLOYEES
INTERNATION UNION, LOCAL #1

By: 
Doug Bach
County Administrator

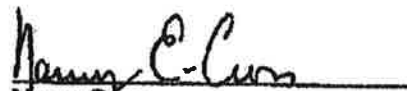
By: 
Tom Balanoff,
President


Renee Ramirez
Director of Human Resources



Tyler French
City Director, Kansas City

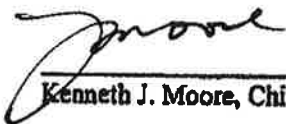
ATTEST:

Unified Government Clerk


Nancy Cross,
SEIU Vice President

Approved as to form:


David Miller


Kenneth J. Moore, Chief Counsel