

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/

KANSAS CITY, KANSAS

THE WYANDOTTE COUNTY SHERIFF'S DEPARTMENT

AND

TEAMSTERS LOCAL NO. 955

January 1, 2022 - December 31, 2024

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DEFINITIONS

Administrator	Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas
County	The County of Wyandotte County, Kansas
Department	The Wyandotte County Sheriff's Department
Gender	The male shall include the female and the female shall include the male
Immediate Supervisor	The person directly above the employee in supervision
Memorandum	The Memorandum of Understanding
Sheriff	Sheriff of Wyandotte County, Kansas
Employee	An employee of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Sheriff's Department within the bargaining unit
Employer	Wyandotte County Sheriff's Department and/or the Unified Government of Wyandotte County/Kansas City, Kansas
Unified Government ("UG")	The Unified Government of Wyandotte County/Kansas City, Kansas
Union	Teamsters Local No. 955

MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties hereto desire to maintain a harmonious relationship, to advance mutual interests in the provision of services to the public and to preserve public safety, law and order, to promote standards and conditions of employment for all employees of the Wyandotte County, Kansas Sheriff's Department employed within the bargaining unit, as set forth herein; 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, the County, the Department and the Union hereby agree as follows:

ARTICLE 1: RECOGNITION

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter the "UG") and the Sheriff's Department of the County (hereinafter the "Department") recognize and acknowledge the Teamsters Local No. 955 (hereinafter the "Union") as the exclusive bargaining representative for all Wyandotte County Sheriff's employees as set forth in Kansas Public Employer-Employee Relations Board Unit Determination Case No. 75-UDC-3-1992, dated February 7, 1994, as amended, or as otherwise agreed by the parties, employed by the Department for the purpose of negotiating collectively with the UG and Department pursuant to the Public Employer-Employee Relations Act of the State of Kansas, with respect to conditions of employment, as defined by that Act. The recognition herein afforded extends only to those classifications of Classification Clerk, Clerk, Mail Clerk, Receptionist, Records Clerk, Senior Utility Clerk, Mortgage Foreclosure Clerk, Transportation Clerk, Programs Clerk, Civil Clerk, Offender Registrations Clerk and Warrants Clerk. Excluded from the representation herein afforded are the Administrative Assistant to the Sheriff, Administrative Assistant to the Jail Administrator, Purchasing Agent, the Programs Coordinator, Administrative Assistant to the Office of Professional Standards, the Planning and Research Coordinator and all confidential and supervisory employees and all other UG or Department employees not listed.

ARTICLE 2: PAYROLL DEDUCTION OF UNION DUES

The UG agrees to deduct, once each month, dues in an amount certified by the Union and authorized in writing by the employees who individually request (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization by giving thirty (30) days written notice of such termination or revocation. The total amount of such authorized deductions shall be remitted by the Employer to the Treasurer of the Union.

ARTICLE 3: UNION STEWARDS

Section 3.1 Union Stewards. Employees selected by the Union to act as employee representatives shall be known as “Stewards.” The names of employees selected as Stewards who may represent employees shall be provided to the UG and the Department every six (6) months (January 1 and July 1) by the Union. The UG and the Department shall be notified, in writing, of any changes in the above names that may occur.

Section 3.2 Number of Stewards. There may not be more than one (1) Steward and one alternate Steward.

Section 3.3 Prohibited Conduct of Union Officers or Stewards. The Stewards have no authority to encourage, incite, or condone work action against the Department or UG. In the event of such action by any Steward, he/she shall be subject to immediate discipline.

Section 3.4 Union Business Leave. Bargaining unit members designed by the Union may be entitled, in accordance with the provisions herein stated, to draw upon a bank of fifty (50) work hours with pay, per calendar year, for the purpose of conducting business of the Union, including representation of members during the grievance procedure, including mediation and arbitration hearings when held during regular scheduled working hours, but not including time spent in formal negotiations for revisions to this Memorandum of Understanding.

The Department must have adequate manpower to provide the services of the affected employees’ division, department or unit in their absence in order to allow the employees to be absent for this purpose. The approval of the Sheriff shall not be unreasonably withheld.

ARTICLE 4: UNION COOPERATION – MANAGEMENT RIGHTS

Section 4.1 Union Cooperation. The Union, UG and the Department have entered into this Memorandum for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time and to promote harmony and efficiency and to the end that the bargaining unit employees, UG, the Department and the general public may mutually benefit. Consistent with this general purpose, the Union recognizes that an obligation rests upon each bargaining unit 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 Sheriff’s Department, UG, and the general public.

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

Section 4.2 Management Rights. It is the intention of the parties hereto that the Employer retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations for full time clerks. Excluded are temporary and part time employees.

The exclusive rights of the Employer shall include, but are not limited to its right to determine the qualifications of its employees: to establish or continue policies, practices and procedures for the conduct of the Employer and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities, to discontinue processes or operations or to discontinue their performance by employees; to select, determine and schedule the number and type of employees required; to assign work to such employees in accordance with the requirements determined by the Employer; to establish and change work schedules; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to discipline, suspend or discharge employees for just cause; to maintain the efficiency of the governmental operation; to lay off or furlough employees; to take actions as may be necessary to carry out the mission of the Employer in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to develop Standard Operating Procedures, Rules of Discipline and Rules and Regulations not in conflict with this Memorandum; to establish and maintain reasonable gender appropriate standards for wearing apparel and personal grooming and all other prerogatives and responsibilities normally inherent in management of the Employer which are not in conflict with the specific provisions of this Memorandum.

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

ARTICLE 5: PROBATIONARY EMPLOYEES

New bargaining unit employees shall be considered Probationary Employees for the first six (6) months of their employment. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of five (5) working days shall not be counted as part of such probationary period. Probationary Employees may be discharged or disciplined at the sole discretion of the Employer without recourse to the provisions of this Memorandum.

Probationary Employees shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the employees' seniority date will be measured from their date of hire as provided in Article 6.

ARTICLE 6: SENIORITY

Section 6.1 General. Seniority shall be measured by continuous service as an employee of the Wyandotte County Sheriff's Department in the bargaining unit represented by Teamsters Local

955 from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence of not to exceed ninety (90) days, and lay-off not in excess of two (2) years. Seniority shall be broken by discharge, resignation, retirement, lay-off in excess of two (2) years, permanent disability, or if the employee is called back to work from layoff and does not report for work within fourteen (14) calendar days of receipt of written notice by certified mail. In cases of disputes concerning seniority, the Department's records shall govern. Temporary or part-time employees shall not accumulate nor exercise any seniority rights. Department seniority shall be utilized as indicated in this Memorandum.

Section 6.2 Seniority Roster. The Employer will maintain an up-to-date seniority roster containing names and length of service of employees. Such rosters will be available to the Union Stewards and notice will be given when new hires are added.

Section 6.3 Senior Utility Clerk.

a. If the Unified Government elects to fill the position of Senior Utility Clerk, the position shall be filled in accordance with the existing terms and conditions of this Memorandum of Understanding.

b. The Senior Utility Clerk shall be responsible for supporting all clerical positions within the bargaining unit including civil clerks, warrant clerks, tax sale clerk, mailroom clerks and any similar position. The Senior Utility Clerk shall be responsible for and have knowledge of the duties and functions of each position and have capacity to fill that position as directed when vacated permanently or temporarily for any reason as directed by the Sheriff or his designated supervisor. The Senior Utility Clerk shall be available to work varying hours, shifts and days when a need exists for coverage outside the regular schedule for this position on Monday through Friday from 8:00 a.m. through 5:00 p.m. The Senior Utility Clerk shall receive such benefits the same as other members of the bargaining unit as provided in this Memorandum of Understanding.

c. Compensation for the position shall be as provided within this Memorandum of Understanding.

ARTICLE 7: WORK PERIODS

Section 7.1 General. The Employer has the management right to change the hours of work shifts or work periods and to institute new work shifts or periods or discontinue existing work shifts or periods. The employer shall give reasonable notice, not less than five (5) working days, in advance of permanent modifications of employees work shifts or work periods. The employer shall make all reasonable efforts to give employees notice of permanent modifications as soon as practicable after determining that such modifications are necessary.

Section 7.2 Standard Work Week. The standard work week shall be forty (40) hours, except during shift or job change periods, and normally consist of five (5) consecutive days of work with two (2) consecutive days off. Employees will not be forced to work more than nine (9) consecutive calendar days without being offered a day off. Employees' standard work week may consist of four (4) consecutive ten (10) hour work days, with three (3) consecutive days off, or other variations, but still containing forty (40) hours. The standard work week and work day for a Senior Utility Clerk includes varying hours, shifts and days when a need exists for coverage outside the regular schedule for this position on Monday through Friday from 8:00 a.m. through 5:00 p.m.

Section 7.3 Standard Work Day. Except during shift or job change periods, a standard work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, or may consist of ten (10) consecutive hours in a twenty-four (24) hours period, except for an intermission for lunch as provided in Sec. 7.4.

Section 7.4 Communications Outside of Work Day. When an Employee is contacted by a Supervisor outside of their Standard Work Day and has a telephone conversation related to the Employee's job duties and responsibilities, the Employee shall be compensated a minimum of fifteen (15) minutes for such conversation. If the conversation last longer than 15 minutes, then the Employee shall be compensated for their time actually worked in 15 minute increments as may be rounded up or down.

Section 7.5 Meal Period. Each employee shall be entitled to a thirty (30) minute meal period or sixty (60) minute meal period at a time during his regular work day designated by the employee's work schedule and the needs of the Department. If an employee is required to work through their meal period, they shall be compensated for such meal period.

Section 7.6 Breaks. Each employee working eight (8) consecutive hours shall be entitled to two (2) fifteen (15) minute breaks. Employees working ten (10) consecutive hours shall be entitled to three (3) fifteen (15) minute breaks. Breaks may occur during the employee's regular work day and designated by the employee's supervisor.

ARTICLE 8: OVERTIME

Section 8.1 Overtime. All employees shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time, up to a maximum of two hundred forty (240) accumulated compensatory hours, for work performed in excess of forty (40) hours in a given work week. (Provided, that, no employee shall have accumulated more compensatory hours on the books than that allowed by Federal law and/or regulation which hours have been accumulated subsequent to April 15, 1986). Compensatory time may be earned in lieu of overtime payment if the employee so elects. For purposes of overtime calculations, the hours taken by an employee as a holiday, vacation, compensatory time, unspecified paid leave

described in Article 16.2 and jury duty, shall be considered as hours worked. An employee shall be given a fifteen (15) minutes paid break period for every four (4) hours worked after eight (8) hours in any workday.

Section 8.2 Duty to Perform. Employees are required to work reasonable amounts of overtime when requested by the employer. In cases of emergency, as determined by the Sheriff, Undersheriff, Jail Administrator, or UG Administrator, employees are required to work overtime as requested and are subject to discipline for any refusal to so work. Bargaining unit members may volunteer for additional overtime.

There shall be no limits on voluntary or forced overtime.

Section 8.3 Overtime Distribution. When the employer determines that overtime work is necessary then the overtime shall be offered in the following fashion:

Offered first to qualified employees within the Division where the overtime works occurs by seniority as set forth in Article 6. Any Employee called to work voluntary overtime by seniority who does not answer the overtime call has five (5) minutes to return the call and accept the offered overtime before it is offered to next in seniority employee.

If there are not enough qualified employees who accept the overtime work requests by seniority within the Division where the work occurs, then the overtime work shall be offered to qualified Bargaining Unit employees outside the Division by seniority as set forth in Article 6.

If there are not enough qualified employees who accept the overtime work requests, as set forth in paragraphs (a) and (b) above, then the Unified Government may force the least senior qualified employees within the Division where the overtime work occurs to work that overtime.

Any regular full-time employee who reports to work overtime as scheduled shall be guaranteed two (2) hours paid work for such day.

Section 8.4 Holidays. When an employee is required to work on a designated holiday (See Article XII), at the direction of the employee's supervisor and such holiday is not a regularly scheduled work day for that employee, the employee shall be paid at one and one-half (1 ½) times his regular hourly base rate for the hours actually worked. These overtime hours shall not be pyramided for pay purposes.

ARTICLE 9: DISCIPLINE

Section 9.1 Authority to Discipline. The Union recognizes that the Employer has the responsibility for maintaining discipline and the efficient and orderly operation of the Department. Accordingly, the authority to discipline employees is vested exclusively in the 6SO5395.DOC

Employer or its designees. Employees, excluding probationary employees, shall only be disciplined or discharged for just cause. Discipline or discharge for just cause shall include, but not be limited to, discipline or discharge for violation of the Department's or UG's Rules and Regulations, General and Special Orders, and Standard Operating Procedures. The Department's or UG's Rules and Regulations, General and Special Orders, and Standard Operating Procedures may be modified from time to time by the Department unilaterally.

Section 9.2 Imposing Discipline. The severity of the discipline imposed shall be consistent with the offense committed. Discipline may be preceded by counseling or warning. Discipline may include the following:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Discharge

Whenever it is recommended that an employee is to receive a formal counseling, disciplinary suspension or is to be discharged, that employee shall be provided notice of such recommendation and shall be provided an opportunity to show cause why they should not be disciplined. The employee may be entitled to a union representative at the show cause stage. As a result of the show cause proceeding, a recommendation to issue or not issue discipline shall be made to the appropriate supervisor. If a disciplinary suspension or discharge is issued, then the disciplined or discharged employee shall have the right, within fourteen (14) calendar days of the issuance of the discipline, to grieve the discipline commencing the process at step two of the grievance procedure set forth in Article Ten (10) herein.

Section 9.3 Forfeiture of Benefits and Rights. Employees who are terminated for just cause shall forfeit all employment benefits and rights, except accumulated compensatory time, vacation days, sick days as provided in UG Human Resources Guide, retirement benefits in accordance with applicable law and any accrued wages. UG shall provide a copy of the UG Human Resources Guide to the Union's business representative.

Section 9.4 On-the-Job Injury. An employee who fails to report to his superior any on-the-job injury within forty-eight (48) hours of knowledge of such injury may be disciplined. On the job injuries shall be governed by the Human Resources Guide concerning workers compensation policies and benefits.

Section 9.5 Separation from Employment. Upon separation from employment within the Unified Government, the Department, all Unified Government and Department equipment or materials provided the employee by the Unified Government or Department shall be returned. Failure to do so shall result in the employee's final paycheck(s) being reduced by the amount of seventy-five percent (75%) of the replacement cost of all missing items which have not been returned or replaced by the employee. Such withholding shall not be in violation of federal or

state law and shall in no event reduce the employee's earnings to a pay rate under either the State or Federal minimum wage.

ARTICLE 10: GRIEVANCE PROCEDURE

Section 10.1 General. The term "grievances" as used in this Memorandum shall be any dispute, disagreement, or difference between one or more employees and the Employer as to the meaning of any terms and provisions of this Memorandum. Any impasse in any negotiations for any Memorandum of Understanding or Agreement shall not constitute a grievance. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of Public Employer-Employee Relations Board, the employee involved may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employer-Employee Relations Board. If a grievance is processed beyond Step 2 of the grievance procedure, the employee(s) and the Union shall be deemed to have waived any action or right to file or proceed with such action before Public Employer-Employee Relations Board.

Section 10.2 Grievance Procedure. Grievances by an employee or a group of employees shall be handled in the following manner:

- A. Time Limits. 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.
- B. Commencing Grievance Procedure. This grievance procedure must be commenced within fourteen (14) calendar days from the time that the event giving rise to the grievance occurred or became known, or reasonably should have been known. Otherwise, it need not be considered.
- C. Appeals and Responses.
 - 1) If a grievance is not settled at any step as herein outlined, the decision may be appealed to the next higher step in the grievance procedure.
 - 2) All appeals must be in writing, either on a regular grievance form or otherwise suitably and clearly stated.

- 3) All written answers on grievances shall be given to the employee and the appropriate Union Steward.
- 4) All appeals by employees shall be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark, if mailed to the proper party at his regular office address.
- 5) Answers and appeals may be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark, if mailed to the proper party at his regular office address.
- 6) If a grievance cannot be answered within a specified time in any step because of circumstances beyond the Employer's or the Union's control, a time extension may be granted by mutual agreement.

D. Grievance Procedure Steps. The steps in the grievance procedure are as follows:

Step 1: All employee grievances, except those relating to discipline or discharge, first shall be presented in writing by the employee or employees concerned to the immediate supervisor within the time limits set forth in Section 10.2(B) of this Article. The supervisor shall give his answer in writing to the employee or employees not later than the fourteenth (14th) calendar day after the day on which the grievance was so presented.

Step 2: If a mutually satisfactory settlement of the grievance is not reached in the first step, an appeal may be taken to the second step. In such appeal, the grievance shall be stated in writing and shall be delivered to the Undersheriff or his designee within fourteen (14) calendar days after the supervisor's response to Step 1. The appeal shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the second step shall be discussed within fourteen (14) calendar days of the appeal. At such meeting, the Employer will be represented by the Undersheriff and/or his designee and the employee or employees will be represented by the appropriate Union Representative and Union Steward and the grievant. All employee grievances relating to discipline and discharge of an employee will originate at the second step. The Employer will answer the grievance in writing after the second step within fourteen (14) calendar days, unless such time is extended.

Step 3:

Arbitration: If no settlement is reached by the procedure outlined, through Step 2, either party may request arbitration. Any request for arbitration must be made as follows:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fourteen (14) calendar days of the Undersheriff's decision. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which it is alleged were violated or misinterpreted or the discipline being grieved. If notice of intent to arbitrate is not delivered within fourteen (14) calendar days of the Undersheriff's decision, the issue shall be deemed abandoned.
- (2) Within fourteen (14) calendar 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 the Employer.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - (a) The arbitrator shall have authority to determine the procedural rules or 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 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.
 - (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 Memorandum.
 - (d) The cost of the arbitrator shall be shared equally by both parties.
 - (e) The arbitrator shall tape record the proceedings and make a copy of the tape available to both the Employer and the Union, upon request.

ARTICLE 11: STRIKES

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 Employer. 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 Employer.

Any violation of this Article may be the subject of disciplinary action, including discharge. The Union 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 12: VACATIONS – HOLIDAYS – PERSONAL DAYS –
FUNERAL LEAVE – MILITARY LEAVE – JURY DUTY –
LEAVE OF ABSENCE – SICK LEAVE – MATERNITY LEAVE –
FAMILY MEDICAL LEAVE**

Each employee shall be entitled to vacations, holidays, personal days, funeral leave, military leave and jury duty leave, leave of absences, sick leave, maternity leave and family medical leave in accordance with the Human Resources Guide of UG, as amended from time to time. Provided that, the applicable benefits provided in the Human Resources Guide may not be diminished without discussions and written agreement with the Union. For purposes of determination of employees' rights with respect to vacation and sick leave under the Human Resources Guide, bargaining unit employees hired before January 1, 2016 shall be deemed to be "Category 1" employees and employees hired on or after January 1, 2016 shall be deemed to be "Category 2" employees. Each employee shall be entitled to five (5) personal days. Category 1 and Category 2 employees shall accrue vacation on a monthly basis provided they work the required minimum month (96 hours full-time employees and 48 hours for part-time employees). The employee's bank will be credited on the first of the month following the month vacation has been earned.

Section 12.1 – Sick Leave. Employees' sick leave allowances and restrictions upon use shall be as provided within the Human Resources Guide of the UG except as modified herein:

1. An Employee calling in sick is required to notify his or her supervisor at least one (1) hour prior to the commencement of the Employee's shift.

Section 12.2—Sick Leave Donation Bank. Employees may donate to and use the sick leave bank as provided within the Human Resources Guide of the UG.

ARTICLE 13: SAFETY

The Sheriff, Union and Unified Government support implementing such reasonable measures as to protect the safety and health of the employee. Without precluding or limiting the rights of management, the Sheriff agrees that employees desiring a telephone headset may have one for use in their job upon written request. The Unified Government agrees to provide adequate parking spaces near or adjacent to the primary jail entrance of the parking facility for employees of the bargaining unit that work between the hours of 3:00 p.m. and 7:00 a.m. Nothing herein shall constitute a guarantee by the Sheriff or the Unified Government of the safety or benefits to any employee beyond or in addition to that required by State or Federal law

or this Memorandum. The parties agree to meet and confer about issues of safety as may be needed from time-to-time. Bargaining unit members shall not be required or permitted to escort prisoners. The Unified Government shall provide safety training to employees who are in direct contact with prisoners.

ARTICLE 14: LAYOFF / RECALL

Section 14.1 Layoffs. Layoffs are involuntary separations made because of lack of work or reduction in force. Layoffs shall be made in the inverse order of seniority within the Department.

An employee shall maintain his recall rights for two (2) years from the date of his layoff. When employees are recalled, they must be recalled in the order of seniority, i.e. the most senior laid off employee must be recalled first.

Section 14.2 Recall. The term recall shall apply only to employees who were separated from Unified Government employment by layoff. Re-employment after resignation, discharge or two (2) years after the layoff date shall not be considered a recall.

The Human Resources Department shall have the prime responsibility for administering the recall policy. The Department shall have the responsibility for maintaining its recall file.

Accepting any Department position within two (2) years constitutes a recall and automatically removes the laid-off employee's name from the recall file.

If the Department calls employees back, the call back shall be in the inverse order of the layoff. An employee recalled to a Department position shall report to work within fourteen (14) calendar days of notice of his recall or he shall forfeit all seniority rights and all future recall rights. Notice of recall shall be provided by certified mail, return receipt requested, to the employee's last address furnished to the Employer.

Section 14.3 Furloughs. If management determines that furloughs are necessary, the parties shall meet and confer regarding implementation of such furloughs.

ARTICLE 15: PROMOTIONS AND BIDDING

Section 15.1 General.

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

- B. In order to qualify for a permanent promotion, an employee must be able to perform the job and must have been properly tested or certified where necessary.
- C. Any change in the job description of any bargaining unit position shall be in writing and notice given to the Union Stewards and the person or persons holding the job.

Section 15.2 Permanent Vacancies.

- A. When any permanent job vacancy exists in a bargaining unit position, the Employer may determine within ninety (90) days from the declaration of the vacancy by the Employer, 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 Employer initially determines not to fill a position, the Employer expressly reserves the right, at any later time, to determine that such position should be permanently filled and may then post the same for bid.
- B. If the Employer determines that a position is to be permanently filled, the following procedure shall govern:
 - 1) Such job vacancies shall be posted internally not less than seven (7) calendar days along with information relating to the qualifications required for the position. The Department is not required to internally post entry level records clerk vacancies before soliciting applicants for such positions who are not then employed by the Unified Government.
 - 2) Employees desiring to apply for a job vacancy may do so by being qualified and/or certified and by submitting a letter of interest with any supporting documentation as required by the Employer and submitting same to the Undersheriff within the job posting period. No employee shall be required to submit an application for employment as required for new employees.
 - 3) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon the Employer, and if all qualifications are equal, then Department seniority shall control in selection of the employee to fill the job vacancy.

Section 15.3 Filling Vacancies. Nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within the Employer's determination, require special education, training, ability, experience or certification, or for

positions which have been posted and remain unfilled due to lack of bidders or lack of qualified bidders.

ARTICLE 16: MEDICAL INSURANCE

During the term of this Memorandum, the UG agrees to offer the employees of the bargaining unit the same medical 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 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:

Annual Base Pay	Monthly Premium Contribution
\$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 interpreter's pay. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

B. Family Premium.

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

C. Election of More Expensive Plans.

Should the 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.

D. Plan Modification.

The plan and coverage may be modified by the Unified Government in order to keep costs of the medical plan lower.

ARTICLE 17: COMPENSATION

Section 17.1 Wages. Employees shall be entitled to receive the compensation as set forth in in the tables below for the calendar years 2022, 2023, and 2024.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS
Monthly and Annual Base Scales for Teamsters #955

Effective through January 1, 2022 through December 31, 2022:

		Union Code 63					
		Step 1	Step 2	Step 3	Step 4	Step 5	
		Entry	5 years	10 years	15 years	20 years	
RANGE 01							
011 5	Clerk	\$18.50	\$18.87	\$19.24	\$20.70	\$22.96	Hourly
		\$3,206.61	\$3,270.74	\$3,334.87	\$3,587.93	\$3,979.66	Monthl y
		\$38,480.0 0	\$39,249.6 0	\$40,019.2 0	\$43,056.0 0	\$47,756.8 0	Annual
RANGE 02							
140 2	Program Assistant	\$18.74	\$19.72	\$20.02	\$21.47	\$23.84	Hourly
		\$3,248.20	\$3,418.07	\$3,470.07	\$3,721.40	\$4,132.19	Monthl y
		\$38,979.2 0	\$41,017.6 0	\$41,641.6 0	\$44,657.6 0	\$49,587.2 0	Annual
RANGE 03							
530 7	Classification Tech	\$19.21	\$20.20	\$20.50	\$21.92	\$24.34	Hourly
011 4	Warrants Clerk	\$3,329.67	\$3,501.27	\$3,553.27	\$3,799.39	\$4,218.85	Monthl y
		\$39,956.8 0	\$42,016.0 0	\$42,640.0 0	\$45,593.6 0	\$50,627.2 0	Annual
RANGE 04							
011 6	Senior Utility Clerk	\$20.50	\$21.25	\$21.71	\$23.79	\$26.40	Hourly
		\$3,553.27	\$3,683.26	\$3,762.99	\$4,123.52	\$4,575.91	Monthl y
		\$42,640.0	\$44,200.0	\$45,156.8	\$49,483.2	\$54,912.0	Annual

		0	0	0	0	0	
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Effective January 1, 2023 through December 31, 2023:

		Union Code 63					
		Step 1	Step 2	Step 3	Step 4	Step 5	
		Entry	5 years	10 years	15 years	20 years	
	RANGE 01						
0115	Clerk	\$19.06	\$19.44	\$19.82	\$21.32	\$23.65	Hourly
		\$3,303.67	\$3,369.54	\$3,435.40	\$3,695.40	\$4,099.25	Monthl y
		\$39,644.80	\$40,435.20	\$41,225.60	\$44,345.60	\$49,192.00	Annual
	RANGE 02						
1402	Program Assistant	\$19.30	\$20.31	\$20.62	\$22.11	\$24.56	Hourly
		\$3,345.27	\$3,520.33	\$3,574.06	\$3,832.33	\$4,256.98	Monthl y
		\$40,144.00	\$42,244.80	\$42,889.60	\$45,988.80	\$51,084.80	Annual
	RANGE 03						
5307	Classification Tech	\$19.79	\$20.81	\$21.12	\$22.58	\$25.07	Hourly
0114	Warrants Clerk	\$3,430.20	\$3,607.00	\$3,660.73	\$3,913.79	\$4,345.38	Monthl y
		\$41,163.20	\$43,284.80	\$43,929.60	\$46,966.40	\$52,145.60	Annual
	RANGE 04						
0116	Senior Utility Clerk	\$21.12	\$21.89	\$22.36	\$24.50	\$27.19	Hourly
		\$3,660.73	\$3,794.19	\$3,875.66	\$4,246.59	\$4,712.84	Monthl y
		\$43,929.60	\$45,531.20	\$46,508.80	\$50,960.00	\$56,555.20	Annual

Effective January 1, 2024 through December 31, 2024:

		Union Code 63					
		Step 1	Step 2	Step 3	Step 4	Step 5	
		Entry	5 years	10 years	15 years	20 years	
	RANGE 01						
0115	Clerk	\$19.63	\$20.02	\$20.41	\$21.96	\$24.36	Hourly
		\$3,402.47	\$3,470.07	\$3,537.67	\$3,806.33	\$4,222.32	Monthl y
		\$40,830.40	\$41,641.60	\$42,452.80	\$45,676.80	\$50,668.80	Annual
	RANGE 02						
140	Program Assistant	\$19.88	\$20.92	\$21.24	\$22.77	\$25.30	Hourly

2							
		\$3,445.80	\$3,626.06	\$3,681.53	\$3,946.72	\$4,385.25	Monthly
		\$41,350.40	\$43,513.60	\$44,179.20	\$47,361.60	\$52,624.00	Annual
	RANGE 03						
5307	Classification Tech	\$20.38	\$21.43	\$21.75	\$23.26	\$25.82	Hourly
0114	Warrants Clerk	\$3,532.47	\$3,714.46	\$3,769.93	\$4,031.66	\$4,475.38	Monthly
		\$42,390.40	\$44,574.40	\$45,240.00	\$48,380.80	\$53,705.60	Annual
	RANGE 04						
0116	Senior Utility Clerk	\$21.75	\$22.55	\$23.03	\$25.24	\$28.01	Hourly
		\$3,769.93	\$3,908.59	\$3,991.79	\$4,374.85	\$4,854.97	Monthly
		\$45,240.00	\$46,904.00	\$47,902.40	\$52,499.20	\$58,260.80	Annual

Section 17.2 Step increases shall accrue to bargaining unit members on the fifth (5th), tenth (10th), fifteenth (15th) and twentieth (20th) year anniversaries of the employee's date of hire as provided in Appendix "A." No employee shall receive any additional compensation including longevity pay, except as provided herein.

Section 17.3 Bilingual Employee Certification. Employees may be selected to serve as Certified Bilingual Employees by the Sheriff. There shall be six (6) Certified Bilingual Employees from the bargaining unit who will receive a monthly special duty pay of one hundred dollars (\$100.00) per month for the full year. The Department shall choose the specific language it determines is needed and number of needed employees for each language that is chosen. The Department shall reimburse employees a one-time certification fee upon proof of the successful completion of the certification process and confirmation by the Kansas City Kansas Community College, up to a maximum one-hundred twenty-five dollars (\$125.00). Although the Department shall pay those employees selected as Certified Bilingual Employees, any use of Certified Bilingual Employees will be at the discretion of the Department. If a Certified Bilingual Employee declines a request to assist, then that employee may be removed from eligibility as a Certified Bilingual Employee and shall not be paid or allowed to be on any Department list as such. If the Department determines that an off duty Certified Bilingual Employee is needed for duty, Certified Bilingual Employees shall be offered the assignment in the order of their seniority. If insufficient off duty employees are obtained, the Department may force an employee for the specific language needed, in reverse order of seniority. This list shall not be affected by employees who were first assigned for such use on duty. If an off duty, paid, Certified Bilingual Employee, not on an approved leave, declines to be called in for duty three (3) or more times in any consecutive twelve (12) month period, not including approved leave

periods, then that employee may be removed from eligibility as a Certified Bilingual Employee for a period of time not to exceed twelve (12) months.

Section 17.4 Shift 3 Shift Differential Pay. Employees working on Shift 3 (with hours currently set at 10 p.m. to 8 a.m. however subject to change) who have at least two (2) years of bargaining unit experience who expresses a preference to work and are actually assigned to work Shift 3 shall receive an additional \$1.50 per hour in shift differential pay.

Section 17.5 Underpayment of Payroll. If an employee's regular pay is short in an amount that exceeds one hundred fifty dollars (\$150.00), the employee shall be issued a separate check or direct deposit for that regular pay within three (3) working days of the pay period and notification of the error. If the amount is less than one hundred fifty dollars (\$150.00) then the sum shall be paid in the employee's next regular payroll.

ARTICLE 18 – ALCOHOL AND DRUG FREE WORKPLACE TESTING

18.1 General. "All employees" shall be subject to the provisions of the Drug-Free Workplace Act of 1988, as amended, and subject to the Unified Government Human Resources Guide on Substance Abuse and Drug and Alcohol Testing as amended from time to time.

ARTICLE 19 – SMOKE-FREE WORKPLACE

19.1 General. The Union and UG agree to be governed by policies and procedures concerning the Smoke-Free Workplace. Smoking by employees upon the Department's or UG's premises or in a Department or UG owned, operated and controlled vehicle is prohibited, except in listed designated smoking areas. Any violations may subject employees to discipline.

ARTICLE 20 – CLOTHING

20.1 General. The Department will provide all non-probationary employees with a Visa gift card for the following years and in the following amounts:

2022	\$500
2023	\$500
2024	\$500

These gift cards are to be used solely for the purchase of clothing to be worn by the employee to whom the card is issued while working as an employee of the Sheriff's Office. Clothing purchased using these gift cards must comply with the attire requirements established by General Order 40.7. Slacks and shirts must be solid Navy, Khaki, Gray or Black in color. In addition, employees may use these gift cards to purchase sweaters or indoor jackets to wear while working as an employee of the Sheriff's Office, provided, however, that the sweater or indoor jacket is

solid Navy, Khaki, Gray or Black in color. Employees that successfully complete the probationary period during any contract year will be provided a Legends Outlet Mall gift card for the purposes set forth herein, prorated in amount to reflect only those months that the employee will be non-probationary for that contract year.

ARTICLE 21: ENTIRE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding supersedes and cancels all previous agreements and all existing unwritten practices between UG or Department and the members of the bargaining unit and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to UG Policies or Resolutions. The parties expressly acknowledge that this contract supersedes and cancels the prior Memorandum of Understanding entered into by the parties. Any conflict which may exist between existing or future UG Policies or Resolutions and 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 the negotiations which resulted in this Memorandum each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, UG, Department 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 22: 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 or the Wyandotte County Sheriff, except UG Ordinances and Resolutions, 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 the Memorandum shall not be affected thereby. The parties shall then enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 23: DURATION AND REOPENER

This agreement shall become effective on January 1, 2022 and shall terminate at the close of business on December 31, 2024. The UG and the Union agree they will attempt to begin discussions on or about October 1, 2024 to attempt to arrive at a new Memorandum of agreement to be effective January 1, 2025.

This agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2024.

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

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

Emerich J. Cross

ACTING COUNTY ADMINISTRATOR

FOR THE TEAMSTERS
LOCAL NO. 955

Jeffrey A. Morris

FOR THE SHERIFF OF WYANDOTTE COUNTY

Dan S. Sapp

Daniel Sapp

Director of Human Resources

Approved as to form:

Misty S. Brown

Misty Brown, Chief Counsel

ATTEST:

Unified Government Deputy Clerk