

RESOLUTION NO. 895-21

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 American Federation of State, County, and
Municipal Employees, Local Number 3475 of Missouri/ Kansas State Council
No. 72, for the period January 1, 2022 through December 31, 2024.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS 2 DAY OF December, 2021



David Alvey
Mayor/CEO

ATTEST:


Unified Government Clerk

MEMORANDUM OF AGREEMENT

Between

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

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AND LOCAL
NO. 3475 OF MISSOURI/KANSAS STATE COUNCIL NO. 61**

JANUARY 1, 2022 - DECEMBER 31, 2024

SERVICE AND MAINTENANCE UNIT

CLERICAL UNIT

TECHNICAL UNIT

**KANSAS CITY - LOCAL 3475
MEMORANDUM
2022 - 2024**

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DEFINITIONS

Administrator:	Administrator of the Unified Government of Wyandotte County, Kansas City, Kansas.
A.F.S.C.M.E.:	American Federation of State, County, and Municipal Employees, Local No. 3475 of A.F.S.C.M.E. Missouri/Kansas State, Council No. 72.
City:	The Unified Government of Wyandotte County, Kansas City, Kansas.
County:	Wyandotte County, Kansas.
Department:	A Department of the Unified Government of Wyandotte County, Kansas City, Kansas.
Division:	A Division of the Unified Government of Wyandotte County, Kansas City, Kansas.
Employee:	A member of the bargaining unit herein as certified by the Kansas Public Employer-Employee Relations Board.
Employer:	Unified Government of Wyandotte County, Kansas City, Kansas.
Gender:	The male shall include the female and the female shall include the male.
Immediate Supervisor:	The person directly above the employee in the chain of command.
Memorandum:	The Memorandum of Agreement between Unified Government of Wyandotte County, Kansas City, Kansas and A.F.S.C.M.E. on behalf of the recognized bargaining unit members.
Part-time A Employee:	An employee who works at least a 20-hour week, year round.
Part-time B Employee:	An employee who works less than a 20-hour week, year round.
H.R.G.	The Unified Government's Human Resource Guide.
P.E.R.B.:	Kansas Public Employer-Employee Relations Board.

Regular Employee:	Unified Government employee who has successfully completed his probationary period and who regularly works a forty hour week on a year-round basis.
Unified Government:	The Unified Government of Wyandotte County/Kansas City, Kansas
Union:	American Federation of State, County and Municipal Employees, Local No. 3475 of Missouri/Kansas State, Council No. 61.

MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

§ 1.1 Preamble

This Memorandum of Agreement is entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter referred to as the "UG" or "Employer" and Local No. 3475 of Missouri/Kansas State Council No. 61, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union."

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - RECOGNITION

§ 2.1 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for the employees of UG as set forth in Kansas Public Employer-Employee Relations Board Unit Determination Case No. 75-UDC-1A-1B-1C-1987, dated July 14, 1987, as amended by agreement of the parties or further order of PERB.

§ 2.2 Part-Time Employees

If a part-time employee works 40 hours or more for a six-month period, the Union may request in writing and the Unified Government shall then consider whether such position shall be created as a full-time position. Seasonal employees are not included herein. Part-time employees who work more than 40 hours in a given work week shall be paid overtime or

receive compensatory time, at the supervisor's discretion, at the rate of one and one-half times their base hourly rate.

§ 2.3 New Positions

When any new regular employee job classification is created in UG which classification is not contained in any other UG bargaining unit, the UG will notify the Union. If UG and Union agree that the classification is included in this bargaining unit the rate of pay for said classification shall be subject to the meet and confer process.

§ 2.4 Working Out of Classification - Duties/Pay

Regular employees routinely performing (the duties and responsibilities of a higher paid job classification for five (5) consecutive workdays, shall be compensated at the rate of pay of the higher rated job classification beginning on the second (2nd) consecutive workday. The appropriate supervisor shall make a determination of what is required for bargaining unit employees to become certified and fully qualified in higher rated job classifications within the employee's division, department or unit to which the employee may be assigned to work. Employees performing the step up duties of a supervisory position shall be compensated at the first step within that salary range which would provide an increase to the employee.

§ 2.5 Job Audits

The UG shall provide, upon written application on the UG approved form and with the appropriate supervisor's approval, a review of an employee's classification in accordance with the provision of UG's Human Resource Guide in effect at the time of the request. The UG's initial response to the employee's written request will be provided in writing to the employee and the Union within 45 days. From the time the audit is granted the UG shall have 110 days to complete the audit.

§ 2.6 Orientation

UG shall make every reasonable effort to provide new employees with an orientation program within a reasonable period of time after initial employment. New bargaining unit employees shall be informed of the Union's representation and the identity of the designated Union representative who may provide further information. UG shall also distribute to new bargaining unit employees informational packets about the Union, which packets shall be prepared, printed and delivered by the Union to the UG Human Resources Department. UG shall provide to the Union quarterly, a list of all current AFSCME covered employees upon union's request. UG will make a reasonable effort to provide the requested within a reasonable time frame.

ARTICLE 3 - NON-DISCRIMINATION

§ 3.1 Discrimination Prohibited

Neither UG nor the Union shall discriminate against an employee covered by this Memorandum in a manner which would violate any applicable laws because of race, creed, color, national origin, age, gender, religion or disability.

§ 3.2 Union Membership or Activity

Neither UG nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership or exercise of their rights under this Memorandum.

§ 3.3 Union Fair Representation

The Union recognizes its responsibility as bargaining representative and agrees fairly to

represent all employees in the bargaining unit.

ARTICLE 4 - UNION/UG COOPERATION-MANAGEMENT RIGHTS

§ 4.1 Union/UG Cooperation

The Union and UG 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 to the end that the employees, UG and the general public may mutually benefit. Consistent with the general purpose, the Union recognizes that an obligation rests upon each employee to render honest, efficient and courteous service to UG and its citizens. The Union and UG agree to cooperate in efforts to strengthen the good will between UG and the general public.

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

§ 4.2 Management Rights

It is the intention of the parties hereto that UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon.

The exclusive rights of the UG 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 UG 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 UG; 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 employees; to take actions as may be necessary to carryout the mission of UG 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 standards for wearing apparel and personal grooming and all other prerogative and responsibilities normally inherent in management of UG which are not in conflict with specific provisions of this Memorandum.

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

§ 4.3 Labor Management Committee

A. Committee Makeup

The Employer and the Union agree to create a Labor Management Committee. This Committee shall consist of six (6) members, three (3) members shall be appointed by UG and three (3) members shall be appointed by the Union.

B. Committee Meetings

The Committee shall meet within thirty (30) days of written notice of a request to the other party for such meeting by the Union President or designee or the Personnel Director of UG or designee.

C. Purposes of Meetings

The purpose of the meetings shall be to:

1. Establish an effective employer-employee relationship;
2. Discuss the administration of this Agreement;
3. Disseminate information of interest to the parties; and,
4. Discuss other items as mutually agreed prior to the meeting.

The committee shall have no authority to change, delete or modify any of the terms of the existing Memorandum of Agreement nor to settle any grievances arising under the Agreement. Action taken by the committee would be non-binding upon the Union and the Employer.

D. Department or Division Labor Management Committees

Nothing herein shall prohibit UG Departments or Divisions from forming their own Labor-management committees. These committees may be formed by the Department or Division Head and the Union. These committees shall meet within thirty (30) days from the date of written notice by the Union President or designee to the Department or Division Head or designee and the Personnel Director or designee or notice by the Department or Division Head or designee to the Union President or designee requesting such meeting.

E. Informal Meetings

Nothing in this Article precludes the Employer and its designees from meeting with employees, Union Stewards or other designated Union representatives on an informal basis.

ARTICLE 5 - PROBATIONARY PERIOD

There are two classifications of probationary periods for employees. The first is

applicable to new hires and the other is employees who have been promoted to or transferred to other bargaining unit classifications.

§ 5.1 New Hires

New employees shall be considered Probationary Employees for the first six (6) months of their employment, unless extended in writing by mutual agreement of the UG and the Union. Any interruption of employment (leave, sickness, etc.) in excess of five (5) days during the probationary period shall not be counted as part of the probationary period. During this probationary period, an employee shall be given instruction as to the duties of the position to which he is assigned. A general outline of his job duties for his new position shall be provided.

Probationary employees may be discharged at the sole discretion of UG 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 their probationary period, the employee's seniority date will be measured from their date of hire as provided in Article 6.

§ 5.2 Promotions, Demotions and Transfers

An Employee who receives a promotion, demotion or transfer to another bargaining unit classification shall serve a probationary period of ninety (90) calendar days in such classification, unless extended by mutual written agreement between UG and the Union, before such appointment becomes permanent. During this period the employee shall be given instruction as to the duties of the position to which he is assigned. An employee who does not perform his duties satisfactorily or who is dissatisfied with his new position may be returned to his former position at any time within the ninety (90) calendar day period at the discretion of the UG. If his former position is no longer vacant, the UG shall make a reasonable effort to place the employee in a vacant position most equitable in pay to the former position held by the

employee and for which the employee is qualified elsewhere in UG.

ARTICLE 6 – SENIORITY AND JDO BIDDING

§ 6.1 UG Seniority

UG seniority shall be measured by continuous service as an employee of UG, the County or the City. This service shall be measured from the date of last hire. Seniority shall be broken by discharge, resignation, retirement, layoff in excess of twelve (12) months, permanent disability, suspensions of thirty (30) days or more if the employee is called back to work from layoff and does not report for work within fourteen (14) calendar days, failure to return to work at the expiration of any approved leave of absence, vacation or disciplinary layoff. In case of disputes concerning seniority, the Employer's records shall govern this measurement. In the event seniority is the same, the senior employee shall be determined in inverse alphabetical order by the last name of the employee as such last name appears on UG's payroll records. Temporary or part-time employees shall not accumulate nor exercise any seniority rights except part-time A or B employees shall accumulate seniority in relation only to other part-time employees concerning layoffs and bidding for part-time positions. UG seniority will be utilized as indicated in this Memorandum.

§ 6.2 Seniority Lists

The Union will be provided with a seniority list annually. Said list shall be posted at reasonable locations. Seniority lists shall contain the name of the employee, classification, position number and seniority date. In the event an employee believes an error has been made as to his position on the seniority list, he shall notify Human Resources in writing within five (5) calendar days of the list's posting. Employees who were previously employed by Wyandotte

County who accrete to this bargaining unit shall have their seniority (last date of hire) dovetailed within the bargaining unit's then existing seniority list. Upon request, the President, or his/her designee, may obtain an updated seniority list from the Human Resource Director.

§ 6.3 Bidding Procedures – Juvenile Detention Officers

a. Annual Bid

Juvenile Detention Officers (JDOs) shall be assigned annually to their respective shifts and days off on a bid basis in accordance with seniority. Bidding shall occur annually on or before December 15 of each year to become effective the first day of the first pay period in January. Probationary JDOs shall have no bidding rights, and may be assigned at the discretion of the employer after all eligible JDOs have bid. Bidding shall occur at a designated place which is mutually agreed upon by the employer and the union and shall take place between the hours of 0800 and 1700. JDOs shall be assigned a time to bid in accordance with their seniority. Once a JDO has submitted his bid, he shall immediately leave the bidding area.

b. Absentee Bid - Failure to Bid

In the event a JDO is going to be absent during the entire period in which he is assigned to bid, he shall have an opportunity to exercise his bid right by proxy. The proxy shall be signed by the Deputy and shall specify four alternate bid choices. The proxy shall be given to the President of the Union or his designee, who shall exercise it, and provide one copy to the employer's designee. If the absent JDO is unable to obtain a bid position with any of his alternative choices, he shall then be assigned to an unbid position by the employer's designee. JDOs who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The JDO may be assigned to any unbid position by the employer's designee. All bids shall be tabulated and certified by the employer's designee, and the President of the union or

his designee.

Prior to implementation, the Employer agrees to notify the union at least 30 days in advance of any changes or additions in bid assignments or shifts and allow for rebids or 'bumps' where applicable.

ARTICLE 7 - PROMOTIONS AND RECRUITMENT

§ 7.1 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 and experience of employees applying for a vacant position.
- B. In order to qualify for a permanent promotion, an employee must be able to immediately perform the job and must have been properly tested or certified where necessary.
- C. Employees may submit resumes and applications for UG positions outside of the bargaining unit.

§ 7.2 Permanent Vacancies

A. Determination to Fill

When any permanent job vacancy exists in a bargaining unit position, UG may determine within forty-five (45) days from the declaration of the vacancy by UG, whether such position shall be filled. When such determination to fill the position is made, the Union shall be notified of same. If it is determined that the position is to be filled, it shall be posted within fifty (50) 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 applications.

B. Procedure to Fill

If the Employer determines that a position is to be permanently filled, the following procedure shall govern:

- 1) Such job vacancies shall be posted not less than seven (7) calendar days along with information relating to the qualifications required for the position and the department to which the position is assigned.
- 2) Employees desiring to apply for a job vacancy may do so by being qualified and/or certified and submitting a completed job application to Personnel within the posting period.
- 3) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, tests scores, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon UG, and if all qualifications are equal, then UG seniority shall control in selection of the employee to fill the job vacancy.

C. Entry Level Treasury Positions.

The positions of Fiscal Support Assistant and Administrative Support Assistant in Motor Vehicle within the Treasury Department of the Employer shall be exempt from the requirements of Subsections A. and B. of this Section 7.2 when the Employer is filling such positions. The Employer is not required to

post these positions internally within the bargaining unit prior to seeking outside applicants.

§ 7.3 Filling Vacancies

Consistent with UG's equal employment opportunity statements, as amended from time to time, such amendments shall be provided to the Union in a timely manner, it is agreed that when reasonable vacancies occur in positions within the bargaining unit they shall be filled by the promotion or selection of the best qualified employees. However, nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within UG's determination, require special education, training, ability, experience or certification, or for positions which have been posted and remain unfilled due to lack of qualified applicants.

ARTICLE 8 – LAYOFFS, RECALL AND POSITION ELIMINATION

§ 8.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof. In the event the UG decides to permanently eliminate a vacant position the Union shall be notified prior to the elimination.

§ 8.2 Layoff

- A. Layoffs or job displacement due to reduction in force shall be made according to UG seniority, by job classification or within a classification's line of progression (e.g. Office Assistant III, II, I; Data Control Clerk III, II, I; Engineering Technicians II, I; Parking Control Officer II, I; Program Technician II, I etc.). Provided further

that senior employees within that classification line of progression may displace the most junior employee in their classification or line of progression provided further, the bumping employee is immediately capable of performing the duties of the new position within an eighty (80) working hour orientation period. UG shall provide a written evaluation at the conclusion of the orientation period. The displaced and most junior employee within the classification line of progression shall have no displacement rights, but shall possess recall rights set forth in § 8.3 except that if the former position of a laid off employee, whose seniority was not severed is recreated, that employee shall be given the right of first refusal to be recalled back to that position. If the employee refuses, then the seniority is immediately severed.

- B. No regular employee in the bargaining unit shall be laid-off as long as there are probationary employees working in the affected classifications.
- C. Nothing in this Memorandum shall prohibit the employer from entering into discussions of alternatives to layoffs with the Union.

§ 8.3 Recall Rights

- A. The order of recall shall be governed by the employee's qualifications and UG seniority within his former job classification.
- B. Notification of recall shall be given by the UG by certified mail, return receipt requested, to the recalled employee at his last address furnished to UG.
- C. Within ten (10) calendar days after such notice is postmarked, the employee must advise the Personnel Division whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Division within ten (10) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall.

The next qualified employee on the appropriate seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no qualified employee remains on the appropriate seniority list to fill the vacancy, then the vacancy may be filled by new hires.

- D. An employee recalled shall report to work within fourteen (14) calendar days after indicating his willingness to accept reinstatement. If the employee fails to report within such time, he shall forfeit all seniority rights and all future recall rights.
- E. UG shall provide the Union with the names of regular bargaining unit employees recalled from layoffs.

ARTICLE 9 - WORK PERIODS

§ 9.1 General

UG has the management right to change the hours of work shifts or work periods and to institute new work shifts or periods. The employer will make reasonable efforts to notify the designated Union representative of major changes in work shifts or work periods in advance of such changes. When new permanent work shifts are created, employees within the affected units and employee classifications may express their desire to be assigned to any new permanent work shift within their unit and classifications. If the employees are immediately qualified to perform the duties of the position, then seniority shall be used in assigning employees to such new permanent work shifts within the appropriate unit and job classification.

§ 9.2 Standard Work Week

The standard work week for regular employees other than Juvenile Detention Officers (JDOs) shall be forty (40) hours, within a consecutive seven (7) day period with two (2)

consecutive days off, except where operational needs require otherwise. The standard work period for Juvenile Detention Officers shall be eighty-six (86) hours within a consecutive fourteen (14) day period with two (2) or more consecutive days off twice during the fourteen (14) day period. The standard work period may be varied where operational needs require otherwise. Employees shall be advised of any changes in the beginning of their standard work week.

§ 9.3 Standard Work Day

Except during shift or job change periods, a standard work day for regular employees other than Juvenile Detention Officers shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) or sixty (60) minute intermission for lunch as provided in § 9.4 and except where alternative work schedules have been assigned. For Juvenile Detention Officers a standard work day shall consist of twelve (12) hours in a twenty-four (24) hour period, except for a thirty (30) minute intermission for lunch as provided in § 9.4.

§ 9.4 Meal Period

Each employee whose work hours cover a nine (9) hour period (e.g. 8:00 a.m. to 5:00 p.m.) shall be entitled to a sixty (60) minute meal period. Each employee whose work hours cover an eight and one-half (8.5) hour period (e.g. 8:30 a.m. to 5:00 p.m.) shall be entitled to a thirty (30) minute meal period. Each employee whose work hours cover a twelve (12) hour period shall be entitled to a thirty (30) minute meal period.

§ 9.5 Rest Periods

Employees will be allowed not to exceed two (2) fifteen (15) minute rest breaks (one in the morning and one in the afternoon), or an equivalent amount of time, per normal working day. Employees working more than the standard eight (8) hour work day shall be entitled to an

additional fifteen (15) minute break for each four (4) hours worked. Designation of rest break times and locations shall be at the supervisor's discretion. Rest breaks shall not be taken in conjunction with the employee's lunch period, except at the request of the employee's supervisor.

§ 9.6 Alternative Work Schedules

The employer agrees that it will investigate possible alternative work schedules, when deemed appropriate.

§ 9.7 Tardiness or Failure to Punch Time Card

A. Employees reporting late for work, i.e., unprepared to begin their work at the beginning of the scheduled shift, or failing to punch their time card will be disciplined according to the following schedule:

1 to 8 minutes late - no penalty, except as provided in paragraph (B) herein.

After 8 minutes late, docked for time actually missed.

B. Employees who are tardy or fail to punch their time card three (3) times in a twelve consecutive month period shall be classified as habitual offenders of being tardy for work. After the third tardy, the employee will be advised in writing that any further tardies or failure to punch time clock are subject to discipline as set forth below, in addition to the provisions of section A above:

Fourth offense in consecutive 12 month period: written warning.

Fifth offense in consecutive 12 month period: 1 day suspension without pay.

Sixth offense in consecutive 12 month period: 3 day suspension without pay.

Seventh offense in consecutive 12 month period: Termination.

C. Supervisor(s) have discretion to excuse tardiness on a case by case basis. The

supervisor(s) decision on whether to excuse the tardiness or failure to punch the time clock is final and is not subject to any grievance procedure or other review. However, any discipline imposed as a result of the tardiness or failure to punch the time clock is subject to the grievance procedures in this contract.

ARTICLE 10 - OVERTIME

§ 10.1 Overtime

All employees other than Juvenile Detention Officers shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time for work performed in excess of forty (40) hours in a given work week. Juvenile Detention Officers shall receive one and one-half (1 ½) times their actual hourly rate of pay or compensatory time for work performed in excess of eighty-six (86) hours in a given work period. Compensatory time may be accrued, up to a maximum of two hundred forty (240), in lieu of overtime payment at the employee's election with approval by the appropriate supervisor. Use of compensatory time shall be authorized by a written request by an employee and written approval by the immediate supervisor and Department head. Overtime shall only be time actually worked and when approved by UG. Provided that, for purposes of overtime calculations, the hours taken by an employee as a holiday (§§ 18.1, 18.2, 18.3), worked during a holiday (§ 18.4) or vacation (Article 17), except as provided in § 17.7 herein, shall be considered as hours worked within a given work week.

§ 10.2 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 appropriate supervisor, employees are

required to remain fit to perform and work overtime as requested and are subject to discipline for any refusal to so work. When notified by their supervisor during their normal work shift that they may be called for overtime during their non-working hours, employees must be available to answer and respond to notice from UG to work overtime. Any employee who refuses work or does not maintain fitness for duty for such an overtime work assignment may be subject to discipline.

§ 10.3 Distribution of Overtime

To the extent reasonable, overtime will be distributed as equally as possible among regular employees of the same classification in a Department/Division who are willing to work overtime.

Qualified employees may volunteer to work overtime by placing their name on the appropriate overtime list. These lists shall be posted every quarter by the appropriate Division for sign up purposes. Each list will be exhausted before returning to the top person on the list, except when new lists are issued.

In addition to the volunteer list each Department/Division will maintain a forced overtime list. Employees will be placed on the list in the order of inverse seniority. When the employer determines that overtime is needed and no volunteers can be garnered then the employer will utilize the forced overtime list starting from the top down. Once an employee has worked forced overtime their name will fall to the bottom of the forced overtime list.

Except in cases of emergencies no employee will work more than 20 hours of forced overtime, inclusive of any scheduled overtime, in a standard work week. There shall be no limit on voluntary overtime.

§ 10.4 Overtime Credits

Employees shall receive overtime credits in one-quarter (1/4) hour increments. Any time an employee is assigned and works at least eight (8) minutes of a worked quarter (1/4) hour of overtime, he shall be credited with one quarter (1/4) hour at the appropriate overtime rate.

§ 10.5 Overtime Call In/Back Time

A. Vacation Period or Regularly Scheduled Day Off

When an employee is called in to work during his vacation or one of his regular days off, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

B. Regularly Scheduled Work Day

When an employee is called back in to work, in order to perform work assigned by the UG, after his regular working hours and after he had left his last work site or been released at the conclusion of his regular work day, then he shall receive a minimum of two (2) hours pay at his regular straight time rate from the time he arrives at his work.

ARTICLE 11 - DISCIPLINE

§ 11.1 General

The Union recognizes that UG has the responsibility for maintaining discipline and the efficient and orderly operation of the various Divisions and Departments of UG. Accordingly, the authority to discipline employees is vested exclusively in the appropriate Divisions or Departments. However, the appropriate Directors or Supervisors may, from time to time, delegate this authority to subordinate supervisors. Employees, excluding probationary

employees, shall only be disciplined or discharged for just cause. Discipline or discharge for just cause shall include, but shall not be limited to, discipline or discharge for violation of the UG's Human Resource Guide, Ethics Code and Safety Rules. Consistent with other provisions of this Article, UG's rules, as may be modified from time to time by UG, shall recognize, when appropriate, corrective discipline, and shall be followed as the appropriate discipline for the specified violations. UG shall provide to the Union a copy of UG's Rules reflecting the disciplinary policy of UG and all modifications or amendments thereto within 21 days. Violations which are not specified shall be subject to discipline within UG's discretion.

§ 11.2 Imposing Discipline

- A. Discipline shall be imposed within fifteen (15) calendar days after UG is aware of the event or action giving rise to the discipline, unless UG deems it necessary to extend this time for purposes of conducting and/or completing its inquiry or investigation concerning the alleged act(s). A full explanation of this necessity shall be given to the affected employee and, if requested, to the Union following the imposition of discipline.
- B. When disciplinary action is taken, the employee shall be advised of the nature of the offense and the discipline being administered. Such notice shall be placed in writing as soon as reasonably practicable. If discipline other than a verbal warning is to be imposed, the employee may request that his Union steward be present.
- C. The severity of the discipline imposed shall be consistent with the offense committed and may include the following:
 - 1. Verbal Warning
 - 2. Written Reprimand

3. Suspension

4. Discharge

§ 11.3 Forfeiture of Benefits and Rights

Employees who are terminated for just cause shall forfeit all employment benefits and rights, except accumulated vacation days, retirement benefits in accordance with applicable law and any accrued wages.

§ 11.4 On-the-Job Injury

An employee who fails to report to his superior any on-the-job injury immediately after becoming aware of the injury shall be suspended for at least one (1) day without pay.

§ 11.5 Separation from Employment

Upon separation from employment with UG, all assigned work clothing, safety equipment, hard hats, uniforms, vests, gloves, protective eye wear, keys, tools or any other equipment or materials provided the employee by UG shall be returned. Failure to do so shall result in UG's withholding a reasonable amount, not to exceed 75% of the cost of the replacement of the issued items, from the employee's final paycheck(s) to compensate UG for such items not returned.

§ 11.6 Effectuation of Suspensions Without Pay

Except as provided herein, disciplinary suspensions without pay in excess of three (3) work days may not be effectuated until after the second (2nd) step grievance hearing response has been issued by the employer or within seventeen (17) work days of the filing of the grievance, whichever is first.

Whenever the UG is recommending the termination of an employee, the employee may be suspended prior to the completion of the second step grievance hearing. The UG shall

complete disciplinary investigations as soon as practicable, but not to exceed 90 days from the commencement of the investigation, except, in exceptional circumstances.

§ 11.7 Retention Policy for Disciplinary Records

Disciplinary actions shall be removed from the employee's personnel file, upon the employee's request, according to the following:

- A. If no further rule violations occur within a 12-month period following an oral or written warning, the employee's record will be cleared.
- B. If no further rule violations occur within an 18-month period following a suspension, the employee's record will be cleared.

ARTICLE 12 - GRIEVANCE PROCEDURE

§ 12.1 Grievances

The term "grievances" as used in this Memorandum shall be any dispute, disagreement, or difference between one or more employees and UG 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 P.E.R.B., the employee involved may elect to pursue the matter under either the grievance procedure herein provided or by action before P.E.R.B. 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 P.E.R.B.

§ 12.2 Supervisor-Employee Discussions

The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee and his immediate supervisor on any matter arising out of the employee's relationship with the Employer, and shall not prohibit or discourage the friendly solution of such matters without recourse to the formal grievance procedure. This section shall have no affect upon the time limits set forth elsewhere in this Article.

§ 12.3 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 UG's favor and if UG 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 seven (7) calendar days from the time that 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 within the specified time limit (or as may be mutually extended) or be considered withdrawn.
- 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 or sent by telecopier machine, if mailed to the proper party at his regular office address.
- 5) Answers and appeals may be delivered by hand, fax, e-mail 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 UG's control, a time extension may be granted by mutual agreement.

D. Grievance Procedure Steps

Step 1:

All employee grievances, except those relating to discipline or discharge, first shall be presented in writing by the employee or employees concerned setting forth the place, date, time, nature of the occurrence upon which the grievance is based and set out the particular portions of

the Memorandum it is alleged were violated or misinterpreted or the discipline being grieved and the relief sought to the immediate supervisor within the time limits set forth in § 12.3B 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 appropriate Director and Human Resources or his designee within ten (10) 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 ten (10) calendar days of the appeal. At such meeting, the Employer will be represented by the appropriate Director and/or his designee and the employee or employees will be represented by the appropriate union steward. 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 seven (7) calendar days, unless such time is extended.

Step 3:

If a mutually satisfactory settlement of the grievance is not reached in the second step, an appeal may be taken to the third step. In such appeal the grievance shall be stated in writing and

shall be served upon the Administrator or his designee within seven (7) calendar days after the conclusion of the second step. 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 which is alleged were violated or misinterpreted or the discipline being grieved.

Grievances appealed to the third step shall be discussed within fourteen (14) calendar days of the appeal, unless extended. At such meeting the Employer will be represented by a representative of the appropriate Department and Human Resources and the employee or employees will be represented by the Steward or Business Agent of the Union.

The Employer will answer the grievance in writing after the third step within fourteen (14) calendar days, unless extended, following the Step 3 discussion. The Administrator's decision on all disciplinary matters, except those which result in suspensions in excess of seven (7) work days or termination, shall be final and binding.

Step 4 Arbitration.

If no settlement is reached by the procedure outlined, through Step 3, discipline in excess of five (5) work days or matters of contract interpretation may be appealed to 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 thirty (30) calendar days of the completion of Step 3 in discipline cases where suspension of more than five (5) work days has been imposed and within thirty (30) days of the Administrator's decision in contract interpretation cases. 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 thirty (30) calendar days of the completion of Step 3 the issue shall be deemed abandoned.

- (2) Within fifteen (15) 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 UG.
- (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 of arbitration and shall have the authority to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence and his decision shall be final and binding on both parties, except as provided in Step 5.
 - (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 and is specifically prohibited from considering or basing his award on any alleged past practices of UG or Division or the Union,

prior to the effective date of this agreement.

(d) The arbitrator shall have no authority to substitute his judgment for that of the management of UG, Division or Administrator, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or appropriate Division.

(e) The arbitrator in discipline and discharge cases, shall have power to determine the appropriate discipline.

(f) The cost of the arbitrator shall be borne equally by the parties.

(g) The arbitrator shall tape record the proceedings and make a copy of the tape available to both UG and the Union, upon request and at the expense of the requesting party.

Step 5:

If either party is dissatisfied with the decision of the arbitrator then the aggrieved party may appeal the arbitrator's decision to the District Court of Wyandotte County, Kansas, in accordance with Kansas law governing appeals from administrative bodies. The Court may only determine whether the Arbitrator's decision was arbitrary, capricious and/or unreasonable.

ARTICLE 13 - STRIKES AND LOCKOUTS

§ 13.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of life and property is 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 slowdown, stoppage or strike, or any action that is detrimental to the operation of UG. The

Employer agrees that it shall take no action that could be defined as a lockout, nor shall it discriminate against any employee for his action as a member of the Union, provided those actions are not prescribed by law.

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 or prohibited by law, take all reasonable affirmative action to terminate such conduct.

ARTICLE 14 - UNION STEWARDS

§ 14.1 Stewards

Employees selected by the Union to act as employee representatives shall be known as "stewards". The names of employees selected as stewards and alternates who may represent employees shall be provided to UG by the Union annually during the first week of January. UG shall be notified, in writing, of any changes in the above names that may occur.

§ 14.2 Number of Stewards

The Union shall select not to exceed seven (7) stewards and seven (7) alternate stewards.

§ 14.3 Stewards' Authority

Stewards may be permitted, upon request to the appropriate supervisor, reasonable time to process and present grievances on behalf of members of the bargaining unit, provided that enough personnel remain on duty to provide the appropriate Division's required services. Time spent in handling grievances outside of the steward's normal work hours shall not be considered time spent in the employ of UG. Stewards shall not absent themselves from their work

assignments without permission of the appropriate supervisor and when absent shall advise their supervisor in writing of their whereabouts, the specific nature of the union business necessitating the absence and the anticipated duration of the absence. This request will not be unreasonably denied.

§ 14.4 Alternate Stewards

Alternate stewards shall only operate in the absence of the steward or when the steward requires representation.

§ 14.5 Prohibited Conduct of Stewards/Alternates

The stewards and alternates have no authority to encourage, incite, or condone work action against UG or any other action interfering with UG's operation. In the event of such action by any steward or alternate, he shall be subject to immediate discipline.

ARTICLE 15 - UNION RIGHTS

§ 15.1 Union Business Representative

The Union shall notify UG, in writing, of the name and address of the Council 72 business representative(s) assigned to this Unit. Any changes in such representative(s), shall also be provided in writing. The properly authorized business representative(s), upon advance notice to UG Human Resources and the appropriate supervisor, may have reasonable access to UG's premises for the sole purpose of the lawful administration of this Memorandum. The business representative(s) activities shall not interfere with the performance of any employee's duties for UG.

The Union agrees to notify the UG electronically, or in writing, of the names of the bargaining unit members who serve as officers of the bargaining unit and the duly elected

representatives who will attend the conferences or conventions under § 15.3. This notification will occur during the first week of January each year. The UG shall be notified of any changes in the above names electronically or in writing that may occur.

§ 15.2 Bulletin Boards

The Union shall be entitled to post notices of regular and/or special meetings of Local 3475 on bulletin boards located in the UG buildings set forth thereafter. These bulletin boards must be purchased and maintained by the Union. The notices should be dated and signed and removed in a timely fashion. The Union may also post, at the designated location, a listing of the officers and stewards of Local 3475. There shall be allowed one bulletin board at each of the following locations:

City Hall

Police Headquarters

Animal Control

Courthouse

Courthouse Annex

Neighborhood Resource Center (NRC)

Juvenile Detention Facility

UG must approve the specific location for the bulletin boards within each building and the size thereof. It shall be the duty of the Union to remove materials which are outdated or unauthorized.

§ 15.3 Conventions or Conferences

Duly elected Union delegates (not to exceed three (3) per convention or conference and not to exceed two conventions or conferences per year) may be permitted time off to attend the

bi-annual state or national A.F.S.C.M.E. or AFL-CIO convention. Provided that, such time off may be charged to the employee's accumulated vacation, compensatory time or leave without pay. Leaves without pay and compensatory time usage shall be applied for and may be granted in accordance with the applicable sections of UG's Human Resource Guide. Provided further that, any employee may not use more than a total of six (6) leaves without pay days in any calendar year for this purpose. Provided, further, that UG must have adequate staffing to provide the services of the employee's Division, Department or Unit in their absence in order to allow the employee to be absent for this purpose.

§ 15.4 Employee Attendance at Conferences, Seminars and/or Workshops

Employee attendance at conferences, seminars and/or workshops shall be governed by the applicable portions of UG's Human Resource Guide.

§ 15.5 Payroll Deduction of Dues

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, in writing (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization by giving notification during the month of January of any year, to the Employer and to the Council 61 office. The total amount of such authorized deductions shall be remitted by the Employer to Council 61.

§ 15.6 Job Descriptions

When job descriptions are updated the UG shall provide copies to the Union upon request.

ARTICLE 16 - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that they are to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence that may be granted is the decision of the Administrator. The maximum general leave of absence shall be thirty (30) calendar days. The Administrator, at his discretion, may extend a General Leave, but not for more than thirty (30) calendar days. Any employee desiring a general leave of absence or extension thereof shall submit a written request to his Director setting forth the reasons for the request at least seven (7) calendar days prior to the commencement of the requested leave, or extension thereof, except in cases of emergency. An employee on general leave of absence shall not be entitled to receipt of any benefits under this Memorandum or under law.

§ 16.3 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the military service, including all guard and reserve units of the armed forces of the United States, may be placed on military leave of absence without pay. Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his military obligation in accordance with federal law. Military obligation means required summer camps and meetings, and may or may not, in accordance with Federal Law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with existing Federal law and regulation and shall comply with UG procedures in requesting such leave and upon his separation from the service he shall be entitled

to such benefits accruing to him under existing Federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having voluntarily resigned. Neither sick leave nor vacation time shall accrue during military leave.

§ 16.4 Funeral Leave

Each employee shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, commencing any time from the day of death through the day of the funeral. The employee may be granted one (1) additional day off with pay for verified travel in excess of 500 miles. The term "immediate family" shall include the employee's spouse, children, step-children, grandchildren, parents, adoptive parents, step parents, grandparents, brother, sister, parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law or any relative residing in employee's home immediately prior to the date of death. A Department Head may grant, within his sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals. The employee must provide satisfactory proof of death and his attendance at the funeral.

§ 16.5 Jury Duty

If an employee is absent from work because of jury service, he shall be paid his regular rate of pay.

§ 16.6 Sick Leave

A. Entitlement

- 1) All regular employees hired before January 1, 2016 shall be allowed leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1

1/4) calendar days for each calendar month of full service by such employees, credited at month's end. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service.

2) Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspensions or layoff.

3) Employees must actually work or be credited with working at least seventeen (17) days per month in order to accumulate the referenced Sick Leave entitlement.

B. Limitation of Accumulation

There shall be no limit on the number of sick days that the employee may accrue.

C. Retirement

For those employees hired before January 1, 2016, at retirement (or upon death while employed), if the employee has sick leave on the books, he will receive a bonus: Three (3) months pay is given as a reward to the employee who has at least ninety (90) working days of sick leave on the books; the reward for less than ninety (90) working days of sick leave is given by exchanging one (1) working day for one (1) calendar day and prorating at one-thirtieth (1/30) of a month for each calendar day. Those employees hired on or after January 1, 2016, upon retirement shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay.

D. Voluntary Resignation

Upon an employee's voluntary resignation from employment with the Unified Government, which does not include involuntary termination of employment by the UG,

resignation without provision of at least two (2) weeks written notice by the employee, or the granting of a regular or disability retirement, the resigning employee shall be entitled to receive pay for a portion of his accumulated sick leave based upon the following conditions:

1) Accumulated sick leave for these purposes is computed by exchanging one sick day for 1/30th of a months pay at the employee's base pay rate.

2) Schedule for sick leave payment:

<u>Continuous Completed Years of Service</u>	<u>Fraction of Base Months Pay</u>
0 - 4 Years	0
5 - 7 Years -	10/30th
8 - 10 Years -	15/30th
11 - 13 Years -	20/30th
14 - 16 Years -	25/30th
17 - 19 Years -	30/30th
20 Years or more -	35/30th

Under no circumstances shall an employee be paid more than the maximum payout set forth herein.

E. Use Provision

The payment to an employee of paid sick leave shall be subject to the following rules:

1) Sick leave may only be used for the purpose for which it was intended, that being to provide an employee with protection against a loss of pay due to a bona fide illness or non-duty related injury. Sick leave may be utilized for maternity leave, physical or mental illness, or to attend to the employee's children, spouse or parent, who reside with the employee and whose illness or injury requires the employee's presence.

- 2) The granting of sick leave shall be the determination of UG.
- 3) The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.
- 4) If UG has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting sick leave to furnish substantiating evidence or a statement from the employee's attending physician or nurse practitioner, certifying that absence from work was required due to bona fide illness or non-duty related injury. If the employee does not furnish substantiating evidence or a physician or nurse practitioner's statement, the employee may be subject to discipline.
- 5) UG shall have the right, at its discretion, to verify any report of a physician or nurse practitioner concerning the illness or disability of any employee and to require the employee to be examined, at UG's expense, by a physician or nurse practitioner selected by UG to determine the nature and extent of the illness or disability.
- 6) Employees on sick leave are prohibited from being gainfully employed by any employer other than UG.
- 7) After any extended illness, an employee shall be required to provide a release from a hospital or physician or nurse practitioner that the employee is able to return to duty.
- 8) If an employee is granted sick leave to a specific date and returns to work prior to such date, the employee must notify his Department or Division within five (5) calendar days of his return or he will forfeit his sick leave through the original date granted.

9) Any regular employee who is absent for more than three (3) consecutive work days due to illness or off-duty injury shall furnish to his supervisor a certificate from a duly licensed physician or nurse practitioner, verifying the illness or injury and the probable length of time it will be necessary for the employee to be absent due to such illness or off-duty injury, such certificate shall be considered part of the employee's personnel record.

F. Excessive Use Category

If any employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions or 2) used three (3) or more sick leaves immediately before or immediately after his regular days off, vacations days, holidays, or any paid leave of absence; he shall be classified as an "excessive user of sick leave". The employee shall be notified, in writing, when he is so classified and shall be subject to the following rules concerning use of sick leave:

1) For the following twelve (12) month period, which commences on the date of the last sick leave occurrence that causes the employee to become categorized as an excessive user of sick leave rather than the date upon which the employee is notified of his classification as an excessive user of sick leave, the employee shall furnish a statement from a licensed physician or nurse practitioner, to his supervisor on each occasion the employee uses sick leave. The statement shall contain the physician or nurse practitioner's report as to the cause for the employee's absence, the treatment being provided, the probable length of time of the necessary sick leave and the physician or nurse practitioner's statement that the employee was unable to work the day that he was absent. If the employee does not furnish a physician or nurse practitioner's statement as

provided, he shall receive the following discipline:

- a) 1st offense -- four (4) work days suspension without pay.
- b) 2nd offense -- seven (7) work days suspension without pay.
- c) 3rd offense -- termination.

2) If the "excessive user" employee during the following twelve (12) consecutive month period shall either: a) use sick leave on seven (7) or more occasions, or b) use three (3) or more sick leaves immediately before or immediately after his regular days off, vacation days, holidays, or any paid leave of absence, then in either case he may be subject to termination.

3) Sick leave use for prearranged physician's, dentist's or oral surgeon's appointments, when the employee is absent from work for four (4) hours or less, shall not be considered a use of sick leave for purposes of identifying excessive users, provided that the employee, upon request, provides satisfactory verification that he has actually attended said appointment.

§ 16.7 Personal Leave

Employees may, with the immediate supervisor's and the Director's written permission, take a personal leave with pay. This personal leave shall not exceed (3) days and will be charged to the individual employee's accumulated sick leave. No employee shall be entitled to more than three (3) days of personal leave in a calendar year.

§ 16.8 Sick Leave Donation

1. Bargaining unit members may donate up to 40 hours per calendar year of sick leave to other eligible bargaining unit members who have a catastrophic or life threatening illness or are providing care for those persons identified in § 16.6 E. 1. who have a catastrophic

or life threatening illness whether or not those persons reside with the employee and have exhausted all paid leave time. The donating employee must have at least 100 hours of sick leave accrual remaining after the donation. The donating employee may specifically designate to whom the donated hours may be given.

2. Donated sick leave will not be converted into any other compensation and will not be paid out upon separation. Once donated, sick leave cannot be returned to the donee.

3. Employees on workers' compensation leave or receiving disability payments from a UG sponsored disability policy are not eligible for donated sick leave. Employees disciplined for violation of the sick leave policy set forth in this contract during the previous twelve (12) months are not eligible to receive donated sick leave. Employee must have successfully completed their probationary period in order to be eligible to receive donated sick leave.

4. Donations and requests for donations should be made on forms and turned into Human Resources. Human Resources staff will administer the program and determine eligibility based upon criteria stated in this policy. Human Resources staff will consult with employee's department head regarding the request and grant the number of hours needed each payroll to those eligible employees so long as sufficient hours have been donated by bargaining unit members.

ARTICLE 17 - VACATIONS

§ 17.1 General

For those employees hired before January 1, 2016, after completing one (1) year of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article for any portion of the initial year of employment

occurring before January 1. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year as provided in § 17.2.

For those employees hired on or after January 1, 2016, after completing six (6) months of service, each regular employee shall be entitled to vacation pay which will be prorated in accordance with § 17.5 of this Article. Thereafter, vacation pay shall be earned on a monthly basis.

§ 17.2 Vacation Entitlement-2018-2019

Employees covered by this Memorandum hired before January 1, 2016 will be entitled to the following vacation entitlements:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	88 hours (11 eight-hour work days)
5 through 8 years	136 hours (17 eight-hour work days)
9 through 13 years	160 hours (20 eight-hour work days)
14 through 19 years	200 hours (25 eight-hour work days)
After 19 years	224 hours (28 eight-hour work days)

For those employees hired on or after January 1, 2016, each employee shall be entitled to a vacation, accrued on a monthly basis, as provided herein upon:

Continuous Completed Years	Vacation Entitlement
1 through 4 years	10 eight-hour work days (80 hours)
5 through 8 years	16 eight-hour work days (128 hours)
9 through 13 years	19 eight-hour work days (152 hours)
14 through 19 years	24 eight-hour work days (192 hours)
20+ years	27 eight-hour work days (216 hours)

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

§ 17.3 Holidays and Scheduling

The vacation period and schedule of vacation of each qualified employee shall be set by seniority within job classifications, job assignments and desire and preference of the employee, consistent with the efficient operation of UG. Seniority may only be exercised by the individual employee on his first choice for a vacation period.

§ 17.4 Exception

Employees shall not accrue vacation time while on leave of absence, layoff, suspension or while absent due to an injury or illness unless they are on approved sick leave. In the event an employee is absent from work on an authorized leave of absence, or on layoff status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation pay shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

§ 17.5 Pro rata Vacation

For the purpose of computing vacation pay, for those employees hired before January 1, 2016, an employee shall earn one-twelfth (1/12) of his vacation pay for each month of service during the twelve month period preceding January 1 of each year. For those employees hired on or after January 1, 2016, vacation shall be accrued monthly. Each month in which an employee works one hundred thirty-six (136) hours shall be considered a month of service.

§ 17.6 Vacation Buy-Out

Employees shall be entitled to be paid in cash at the time of retirement or separation from employment with UG for accrued unused vacation pay standing to his credit at the time of his

retirement or separation. In the case of death in service of any employee, such payment shall be paid to the person or persons designated as that employee's beneficiary or beneficiaries under the Kansas Public Employees Retirement System (K.P.E.R.S.)

§ 17.7 Scheduling

A. Increments:

Employees shall be required to take their vacation at a minimum of five (5) eight hour days or the equivalent in work hours at a time, except that employees working eight(8) hours per shift may request to take up to ten (10) eight (8) hour days and employees working twelve(12) hours per shift may request to take up to eight (8) twelve (12) hour days, or the equivalent in work hours of their annual vacation entitlement in one day increments and they may request to take up to two days or the equivalent in work hours of their annual vacation entitlement in one-half the assigned shift which shall not be credited as time worked for overtime computation purposes schedule permitting and when the request is approved by the appropriate supervisor.

For those employees assigned to twelve (12) hour shifts per day, each day of vacation entitlement shall be in the same number of hours as the employees then assigned shift even if the employee's shift was different when the vacation entitlement was earned.

B. Notification:

Employees shall state in writing to the UG their preference for scheduling of their vacation time by no later than February 1 of any year. UG shall attempt to meet the employee's stated preference based upon the employee's UG seniority. UG shall post the vacation schedules by March 1 of that year. In any event, all vacations

must be scheduled in accordance with the UG's needs by July 1 of the same year or they shall be assigned by UG. Employees may be entitled to trade assigned vacation time, not to exceed five (5) days, with other qualified employees when written request is made for such trade, signed by both trading employees, and approved by UG.

C. Carry Over:

Employees may be allowed to carry over up to five (5) eight hour working days or the equivalent in work hours of vacation to the next calendar year, provided that the total amount of carried over vacation may not exceed ten (10) eight (8) hour working days or the equivalent in work hours.

D. Emergency or Short Notice Use:

Employees may request the use of up to two (2) vacation days per calendar year for unforeseen circumstances subject to the staffing needs of the Department and subject to supervisory approval. Such requests will not be unreasonably denied.

ARTICLE 18 - HOLIDAYS

§ 18.1 Designated Holidays

Eligible employees shall receive one (1) day off with pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving

Christmas Day

§ 18.2 Additional Holidays

Employees shall receive all other holidays declared to be official UG Holidays by the Unified Government Commission.

§ 18.3 Observance of Saturday and Sunday Holidays

Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or on the following Monday.

§ 18.4 Work on a Holiday

Any employee who is eligible for holiday pay and works on a designated holiday shall be paid at two (2) times his base rate for all hours actually worked.

ARTICLE 19 - MEDICAL PLAN

§ 19.1 Coverage

UG agrees to offer the employees of the bargaining unit the same medical plans(s) which are made available to UG's employees generally, excluding UG's Fire Department. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

Each covered employee shall make monthly medical plan premium payments for either Single or Family coverage elected according to the following schedule, provided that beginning in 2019 the following monthly premium contribution amounts shall be annually adjusted at the same percentage increase or decrease as would be applicable to any adjustment to the dependent coverage premium for Family coverage during any plan year:

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.

§ 19.2 UG Benefit Committee

The Union is permitted to have two (2) representatives on the UG Benefit Committee, which representatives, will be entitled to attend any meeting where health insurance covering A.F.S.C.M.E. represented employees are discussed or voted upon. Attendance at these meetings outside of normal work hours will not be compensable time.

ARTICLE 20 - RETIREMENT AND PENSION FUND

§ 20.1 Retirement and Pension Fund

All employees shall come under the Kansas Public Employees Retirement System (KPERs) as set forth by Kansas law. Procedures for application for retirement benefits shall be as established by the State.

ARTICLE 21 - WORKER'S COMPENSATION

§ 21.1 Worker's Compensation

An employee who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of the Worker's Compensation Act of the State of Kansas. If the employee is temporarily totally disabled as defined by the Workers' Compensation Act because of such injuries, he shall receive the difference between his regular base pay and the Worker's Compensation benefits he receives of the time period that his total disability continues but not to exceed the first six (6) weeks of any such injury. Compensation following the first six (6) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accrued sick leave or vacation

entitlement to supplement his pay for the period between six (6) weeks and twelve (12) weeks of the employee's temporary total disability. Compensation following the first twelve (12) weeks of an employee's injury shall be governed solely by the Kansas Worker's Compensation Act, except that such employee may use his accumulated vacation to supplement his pay thereafter during his temporary total disability. No employee will receive more income as a result of receiving the benefits of this section than he would have received had he been working and receiving his base pay during this time period. Employees on temporary total disability are prohibited from being gainfully employed by an employer other than the UG or from being self-employed.

The UG may allow and/or require employees on Worker's Compensation leave to return to light duty if they are able to perform the work in which event they may be placed at the discretion of UG. However, any light duty allowed shall not exceed twelve (12) months from the employee's return to duty.

ARTICLE 22 - UNION/MANAGEMENT SAFETY COMMITTEE

§ 22.1 Committee Created

It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of UG, the Union, employees and citizens of Wyandotte County/Kansas City, Kansas, that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized. In the furtherance of this policy a joint Union/ Management Safety Committee is established.

§ 22.2 Committee Composition, Meeting, etc.

The Joint Union/Management Safety Committee, hereinafter called "Safety Committee", shall meet regularly, as necessary and shall be comprised of the following members: UG's Risk Manager or designee, who shall be the Chairperson of the committee; two (2) persons appointed by the Administrator; and two (2) employees appointed by the Union. This Safety Committee shall consider health and safety matters relating to all bargaining unit employees and may make periodic inspections to detect and evaluate potential health and safety hazards. The Safety Committee shall have the responsibility of reporting to the Administrator or his designee health and safety problems and the Administrator or his designee may, at his sole discretion, initiate such action as necessary to see that these items are corrected.

§ 22.3 Safety Rules and Regulations

Safety rules and regulations may be recommended by the Safety Committee to UG and UG shall have the right to adopt, reject or revise said rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are adopted by UG. Employees who violate safety rules shall be subject to discipline.

§ 22.4 Safety Devices & Equipment

Safety devices and other equipment deemed necessary by UG for the proper protection of employees shall be provided, if funds are available for this purpose.

ARTICLE 23 - COMPENSATION

§ 23.1 Wages

Bargaining unit employees' wages for the calendar years 2022-2024, shall be as set forth in Appendix A attached hereto.

Building and Code Inspectors - If or when Building or Code Inspectors obtain certification or certifications recognized by the Unified Government within their trade, on a one time basis they will be placed two pay ranges up from the base range in their same step, effective July 1, 2005. These certification(s) must be maintained in order to retain the two pay range increase. If the certification or certifications are lost, the employee will be returned to the pay range appropriate for the inspector without certification.

Upon appropriate certification, Inspector I will go from Range 31 to designation as Inspector IA in Range 33.

Upon appropriate certification, Building Inspector I will go from Range 41 to designation as Building Inspector IA in Range 43.

Upon appropriate certification, Building Inspector II will go from Range 45 to new Range 47.

§ 23.2 Time In Grade

A. New Hire and promotion probationary employees shall be placed at Step 1 as referenced in Appendix 1 attached hereto and those employees must serve six (6) months at this step and otherwise qualify before being eligible for advancement to Step B.

B. Employees at Steps B, C or D must serve at least thirty-two (32) months in those Steps before being eligible for advancement to Step C, D or E respectively.

C. STEP E

Step E rates shall be as set forth in the Wage Appendix.

D. Employees promoted within a Department to a higher grade shall not incur any loss of wage rate. To the extent that placement of a promoted employee at the first

step would result in a loss of pay, the promoted employee will be placed at the step most closely equivalent to, or the wage rate immediately greater than their wage rate prior to promotion.

§ 23.3 Longevity

The following longevity pay shall be added to the monthly salary of each regular employee who qualifies for such pay:

<u>Continuous Completed Number of Years as an Employee</u>	<u>Rate Per Month</u>
5 years	\$10.00
10 years	\$20.00
15 years	\$80.00
20 years	\$100.00
25 years	\$120.00

§ 23.4 Interpreters Pay

The UG may select not more than ten (10) bargaining unit employees to serve as certified foreign language or signing for the deaf interpreters within the municipal court, the police department, the neighborhood resource center or wherever they may be needed within the UG. Various foreign languages shall be represented by the employees who are certified and selected by the UG, at the discretion of the UG. These employees selected by UG to so serve may be entitled to receive pay for such duties under the following conditions:

- 1) They receive certification by an accredited institution of secondary education (University, College, Junior College, etc.) as a qualified interpreter within the designated foreign language or signing for the deaf and such certification is provided in writing to the employee's respective department/division heads and recertified on a triennial basis, i.e., 36 months after that bargaining unit member's initial certification and every

36 months thereafter unless modified by a Memorandum of Agreement.

- 2) They be selected by their department/division head to serve as an UG foreign language or signing for the deaf interpreter within one of the above referenced departments/divisions.
- 3) These selected and certified employees shall receive additional compensation of fifty dollars (\$50.00) per month for those months that they serve as a certified UG interpreter and are actually at work for the UG fifteen (15) or more work days of each month for which they receive this pay.
- 4) Use of these certified interpreters shall be at the discretion of the appropriate department/division head or designee. Any certified interpreter who is on duty shall be available for use at the direction of the appropriate department/division head or designee. If the certified interpreters decline a request to perform the requested duties, then that employee may be removed from eligibility as a certified interpreter and shall not be paid or allowed to remain on the UG certified interpreter list.

ARTICLE 24 - USE OF AUTOMOBILES

§ 24.1 Monthly Allowance

- a. Those bargaining unit employees currently receiving a vehicle allowance shall continue to receive this allowance. However, if the UG provides vehicles to departments whose bargaining unit members are currently receiving a vehicle allowance and there are fewer vehicles offered than bargaining unit members, UG

vehicles shall be assigned to those bargaining unit members who volunteer to accept the UG owned vehicle assignment in lieu of a vehicle allowance. In the event there are fewer volunteers than UG vehicle available for assignment, vehicles will be assigned based upon reverse seniority. Bargaining unit members assigned a UG vehicle shall not receive a monthly car allowance.

- b. If a newly hired bargaining unit member is eligible to receive a vehicle assignment and there are not any UG vehicles available for assignment, the more senior bargaining unit members who were involuntarily assigned a UG vehicle may elect to receive the vehicle allowance and the newly hired bargaining unit member will receive the UG assigned vehicle. The opportunity to opt for a vehicle allowance will be by seniority as defined in this contract.
- c. For those bargaining unit members receiving a vehicle allowance, the allowance may be increased or decreased if costs associated with the operation of a motor vehicle change. Cost changes will be assessed using the factors used by the IRS in determining allowable mileage rates.

§ 24.2 Daily Use

Employees who are required to use their personal vehicles in the regular course of their employment may do so only after receiving permission of their immediate supervisor to do so. Employees who are required to use their personal vehicles shall be paid at the appropriate rate per mile. The mileage driven on UG business must be verified by the employee on the appropriate UG forms.

§ 24.3 Verification of Requirements

All employees who are required to either drive or maintain driving privileges in the course of the performance of their duties must provide both proof of a current driver's license with required certification where necessary and proof of current automobile liability insurance. Employees with restricted driving privileges shall not work in any capacity for the UG when such restrictions interfere with their ability to perform all of the duties of their position and may be subject to discipline. Failure to provide proof of driver's license and insurance verification as requested by UG shall be cause for disciplinary action, including termination. Failure by the employee to notify his/her supervisor in writing of any suspensions, revocations or restriction of driving privileges before commencing any work assignment shall be cause for disciplinary action, including termination.

ARTICLE 25 - MISCELLANEOUS WORK RULES

§ 25.1 Resignation

An employee wishing to resign from UG shall provide his department or division head, at least fourteen (14) calendar days before his last day of work, a written resignation stating the date his resignation shall become effective and his reasons for leaving.

§ 25.2 Personnel File

Employees may review their own personnel file, during working hours, upon providing a written request to Human Resources and, when feasible, as long as the appropriate supervisory personnel are present for said review. Such requests may not exceed more than one (1) time in any twelve (12) month period, except that such limitation shall not apply to a review involving the investigation of a grievance filed by the employee whose file is being examined. Employees

may have a Union Steward present while reviewing his personnel file if desired. Personnel files shall not be permitted to leave the appropriate office. Requests for a reasonable number of copies of documents will be granted, with an appropriate charge being made. Employees will be furnished with copies of their periodic evaluations and any disciplinary action taken against them.

§ 25.3 Work Rules

UG may promulgate departmental or divisional work rules, standards and/or regulations governing UG employees' conduct, provided that such rules, standards and/or regulations do not conflict with the provisions of this Memorandum. Newly established rules, standards or regulations or amendments to existing rules, standards or regulations shall be reduced to writing and furnished to the Union.

§ 25.4 Employee Assistance Program

UG shall continue to provide all employees covered by this Agreement with an Employee Assistance Program under similar terms and conditions accorded other employees of UG, as outlined in the UG's Human Resource Guide and as may be amended from time to time.

§ 25.5 Personal Property Replacement

In the event an employee's personal property is damaged as a result of action taken in the course and scope of employment, the employer shall repair or replace any such personal property. Prescription eyewear shall be replaced at actual cost. Jewelry, watches and other items shall be replaced to a maximum of \$200.00. Employee must provide proof of loss or damage, replacement cost or, in case of personal property other than prescription eyewear, proof of loss or damage and value of the personal property.

ARTICLE 26 - UNIFORMS, CLOTHING AND EQUIPMENT

§ 26.1 Uniforms

A. Facility Management Employees

Regular employees of the bargaining unit who are employed within UG Facilities Management Department or Police Department, who are required to wear uniforms on duty, shall be furnished uniforms and said uniforms shall be cleaned at UG's expense.

B. Police Department Employees

Regular employees of the bargaining unit who are employed within the Police Department shall be issued uniforms consistent with the uniform policy of the Department relative to bargaining unit employees. Should Unified Government and the Union mutually agree in writing to modify the provision of uniforms to animal control officers, this agreement will not be prohibited. When animal control officers are hired they shall be provided a duty belt with the appropriate attachments deemed necessary by the UG and shall be provided thirty dollars (\$30.00) per year to maintain said specialized equipment.

C. Code Enforcement and Building Inspection Department Employees

Regular bargaining unit employees employed within UG's Code Enforcement and Building Inspection Departments who are required to wear uniforms shall continue to receive these uniforms during the life of this agreement consistent with the currently existing uniform policies of those Departments.

D. Municipal Court and Treasury Employees

Municipal Court and Treasury employees who have successfully completed the probationary period will be provided with an adequate number of uniform shirts to as determined by the U.G.

§ 26.2 Use of Uniforms, Clothing and Equipment

Employees who are provided uniforms, inclement weather gear or equipment, shall wear such uniforms or gear or use such equipment only during working hours, in performance of UG duties and in the manner prescribed by the UG and/or assigned work unit. Employees who violate this provision shall be subject to discipline. When UG employment is terminated for any reason, the employee is required to return the issued items and the UG may withhold a reasonable amount of the employee's funds to compensate the UG for uniforms, gear and/or equipment not so returned. Employees who are required to maintain uniforms in a good and clean condition, are subject to discipline for not so maintaining the same and/or not being properly dressed in the required uniforms during working hours.

ARTICLE 27 - ENTIRE MEMORANDUM OF AGREEMENT

§ 27.1 Entire Memorandum of Agreement

This Memorandum of Agreement supersedes and cancels all previous agreements and all existing unwritten practices between UG 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 ordinances existing at the date of this Memorandum. Agreements or practices established between the parties following the effective date of this Memorandum are not prohibited by this Article. Any conflict that may exist between existing

or future UG ordinances and provisions of this Memorandum of Agreement shall be determined in favor of this Memorandum of Agreement. 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, the UG and the Union, for the life of this Memorandum, agree that the other shall not be obligated to negotiate collectively, but may if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 28 - SAVINGS CLAUSE

§ 28.1 Savings Clause

Should any term or provision of this Memorandum be in conflict with any state or federal statutes or other applicable law or regulation binding upon the UG, the City or the County, except City or County, ordinances, 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 or competent jurisdiction, or if compliance with the enforcement of any article

or section shall be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - DURATION

§ 29.1 Duration

This Agreement shall become effective on the date of final execution by the parties and shall remain in effect through midnight December 31, 2024.

ARTICLE 30 - ALCOHOL AND DRUG FREE WORKPLACE & TESTING

§ 30.1 Alcohol and Drug Free Workplace and Testing

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

ARTICLE 31 - SMOKE FREE WORKPLACE

§ 31.1 Smoke Free Workplace

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

ARTICLE 32 - UG'S ORDINANCES AND RESOLUTIONS

§ 32.1 UG Ordinances and Resolutions

The following sections of the UG's Human Resources Guide shall apply to all employees

covered by this Memorandum:

- Sec. 2.01 Equal Opportunity in Employment
- Sec. 2.02 Harassment in the Workplace
- Sec. 2.04 Drug Free Workplace
- Sec. 2.05 Smoke Free Workplace
- Sec. 2.07 Residency Requirement
- Sec. 4.02 Employee Assistance Program
- Sec. 5.01(E) Sick Leave Donation
- Sec 5.01(D) Sick Leave Buy Back
- Sec. 5.06 FMLA
- Sec. 5.07 Military Leave
- Sec. 5.08 Court Appearances by Employees
- Sec. 6.01 Workers Compensation and Injury Leave
- Sec. 6.02 Driver Safety & Accident Reporting
- Sec. 6.05 Use of Cell Phones or Electronic Devices While Driving
- Sec. 7.01(E) Rules & Discipline Guidelines
- Sec. 7.03 Responsible Use of Information Technology
- Sec. 7.05 Social Media

RULES AND DISCIPLINE POLICY

ARTICLE 33 - GAINSHARING

§ 33 Gainsharing

The parties agree to form a Gainsharing Committee, which shall consist of 6 members.

Three of the members shall be selected by the Union and three selected by the UG. The committee shall be charged with the responsibility of attempting to identify potential subjects of meaningful, quantifiable and documentable savings within the divisions, departments, units, etc. of the UG in which B.U. members are employed. Those employees employed within other divisions, departments or units that are represented by other collective bargaining representatives shall be excluded:

The committee shall submit its report(s) to the UG Administrator for his/her and the UG's consideration.

If the UG Administrator and the UG agree that the committee has identified areas of meaningful quantifiable and documentable savings, the committee shall be directed to recommend a system for implementation of the agreed gainsharing program. This recommendation shall be considered by the UG for adoption, modification or other action.

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

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

A.F.S.C.M.E., Council No. 61

R. P. Little y. Co.
Acting County Administrator

Joseph P. Smith
James L. Jones
John M. ...

12.06.2021
Date

D. Peter Ruff 11/17/21
HR Director

11/17/21
Date

Approved as to form:

Misty S. B.
Misty Brown, Chief Counsel

Attest:

Carol M. ...
Deputy Unified Government Clerk