

MEMORANDUM OF AGREEMENT

Between

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

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local # 53

JANUARY 1, 2024 - DECEMBER 31, 2026

WATER POLLUTION CONTROL DIVISION

IBEW, LOCAL #53

MEMORANDUM

2024-2026

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MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

- **1.1 PREAMBLE**

This Memorandum of Agreement is entered by and between the Unified Government of Wyandotte County/Kansas City, Kansas hereinafter referred to as “UG” and Local No. 53, International Brotherhood of Electrical Workers, hereinafter referred to as the “Union”. It is the purpose of this Memorandum to achieve and maintain harmonious relations between UG 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 - UNION DUES

- **2.1 RECOGNITION**

UG recognizes the Union as the exclusive bargaining representative for all employees of the UG Water Pollution Control Division of the Public Services Department as set forth in Kansas Public Employee-Employer Relations Board in Unit Determination Case No. 75 UDC 11986 dated May 8, 1986.

- **2.2 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 employee who individually requests in writing (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization by giving thirty (30) days written notice to UG and the Union of such termination. The total amount of deductions shall be remitted each month by UG to the Treasurer of the Union.

- **2.3 CONFERENCE WITH NEW BARGAINING UNIT MEMBERS**

If a new employee within their first thirty (30) days of employment expresses interest to their supervisor in meeting with a union steward or their designee, then upon supervisory approval, the new employee and the union steward shall be allowed thirty (30) minutes without loss of pay to allow for such meeting.

- **2.4 Union Membership Negotiations Team Pay**

The Union may designate up to five (5) employees as members of the union MOA negotiating committee who shall be paid by the UG for their actual attendance and participation in successor MOA negotiation sessions with the management negotiating team if the negotiation session is scheduled during regular work hours and the session is at a UG facility or a location mutually agreeable to the parties.

ARTICLE 3 - NON-DISCRIMINATION

• 3.1 DISCRIMINATION PROHIBITED

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

ARTICLE 4 - UNION COOPERATION - MANAGEMENT RIGHTS

• 4.1 UNION –UG COOPERATION

The Union and UG have entered this Memorandum for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time and to promote harmony and efficiency and to the end that the employees and the UG and the general public may mutually benefit. Consistent with this general purpose, the Union and UG recognize 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 the Division and the general public.

The Union and UG recognize the need for improved methods in providing services to the citizens of Wyandotte County and agree to cooperate in the installation of such methods, in suggesting improved methods in the education of its members and employees and 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 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 the Division and to change or abolish such policies, practices or procedures; for the conduct of the Division and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by employees; to select, determine and schedule the number and type of employees required, to assign work to such employees in accordance with the requirements determined by the Division; 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 operations; to lay off employees; to take actions as may be necessary to carry out the mission of the Division in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to unilaterally 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 prerogatives and responsibilities normally inherent in management of the UG or Division which are not in conflict with the 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.

ARTICLE 5 - PROBATIONARY PERIOD

There are two classifications of probationary periods for employees. The first is applicable to new hires to the Division and the other is employees who have been promoted to or transferred to higher paid classification within the Division.

- **5.1 NEW HIRES**

New Employees shall be considered Probationary Employees for the first six (6) months of their employment unless extended by mutual written agreement of the parties. Any interruption of employment (leave, sickness, etc.) during the probationary period in excess of five (5) working days, except time lost because of duty related injury, shall not be counted as part of the probationary period. Probationary Employees may be discharged or disciplined at the sole discretion of the Division, without recourse to the provisions of this Memorandum. Probationary Employees shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the employee's seniority date will be measured from their date of hire as provided in Article 6. New hire Probationary Employees shall receive uniforms as provided in Article 21 within a reasonable amount of time following their date of employment.

- **5.2 NEW HIRES REQUIRED TO BECOME CERTIFIED.**

New Employees hired after September 1, 2019, shall be required to become certified (Class I at a minimum) by KDHE and/or KWEA in either wastewater or collections within three (3) years after their date of hire. If an employee fails to become so certified by KDHE and/or KWEA, then their employment status shall be returned back to the status of a Probationary Employee under Section 5.1 with the same rights as a Probationary Employee for a period of six (6) months.

- **5.3 PROMOTIONS AND TRANSFERS**

An employee who receives a promotion or transfer to a higher classification shall serve a probationary period of ninety (90) calendar days in such higher classification, unless extended by mutual written agreement between the Division and the Union, before such appointment

becomes permanent. An employee who does not perform their new duties satisfactorily may be returned to the employee's former position at any time within the ninety (90) calendar day period at the discretion of the Director. If an employee is dissatisfied with their new position the employee may request to return and shall be allowed to return to their last previous position within the Division within thirty (30) calendar days of their promotion.

ARTICLE 6 - SENIORITY

- **6.1 CITY SENIORITY**

UG seniority shall be measured by continuous service as an employee of the City, County and/or UG. This service shall be measured from the date of last hire. Seniority shall be broken by discharge for just cause, resignation, retirement, layoff in excess of eighteen (18) months, permanent disability, or if the employee is called back to work from layoff and does not report for work within fourteen (14) days. In case of disputes concerning seniority, UG's records shall govern this measurement. In event seniority is the same, the senior employee shall be determined alphabetically by the last name of the employee. Temporary or part-time employees shall not accumulate nor exercise any seniority rights. UG seniority will be utilized in scheduling vacations.

- **6.2 DIVISION SENIORITY**

Division seniority shall be measured by continuous service as an employee of the City and UG with the Water Pollution Control Division. This service shall be measured from the date of last hire in the Division. Seniority shall be broken as provided in Sec. 6.1 and additionally if any employee transfers from the Division to another UG department, Division, Section or Unit, then their Division seniority shall be broken. In case of disputes concerning Division seniority, the employer's records shall govern this measurement. In the event Division seniority is the same, the senior employee shall be determined alphabetically by the last name of the employee. Temporary or part-time employees shall not accumulate nor exercise any Division seniority rights. Division seniority will be utilized in promotions and bidding as provided in Article 7 for all entry level bargaining unit positions in existence or which are created.

- **6.3 BARGAINING UNIT SENIORITY**

Bargaining unit seniority shall be measured by the total continuous service as an employee of the City, County and/or UG with the Water Pollution Control Division in a position(s) represented by the Union within this bargaining unit beginning with the date of recognition of the Union as the exclusive collective bargaining representative of members of the unit by UG (May 8, 1986). This seniority shall be broken as provided in Sec. 6.1 and 6.2 and additionally if an employee is promoted to or transfers to a position not represented by the Union in this bargaining unit. In the event that bargaining unit seniority is the same, then the senior employee shall be determined by the employee's Division seniority. Temporary or part-time employees shall not accumulate nor exercise any bargaining unit seniority rights. Bargaining unit seniority shall be used solely for promotions and bidding for all bargaining unit positions not covered in Section 6.2 and for all recall as provided in Article 8.

- **6.4 SENIORITY LISTS**

UG, Division and bargaining unit seniority lists shall be furnished to the Union and posted on employee bulletin boards two (2) times per year.

ARTICLE 7 - PROMOTIONS AND BIDDING

- **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 the relative qualifications of bidding employees, which are relevant to the vacant position.
- B. In order to qualify for a permanent promotion, an employee must be able to immediately perform the job and must be properly tested or certified where required by State or Federal Law for the posted job description.

- **7.2 PERMANENT VACANCIES**

- A. Posting Vacancies: When any permanent job vacancy exists in a bargaining unit position within the Division, UG shall determine within forty-five (45) days from the declaration of the vacancy by the Director, whether such position shall be filled. If it is determined that the position is to be filled it shall be posted within forty-five (45) working days from the determination to fill it or within a reasonable time thereafter. However, the employer expressly has the right at any later time to determine that such position should be permanently filled and may then post the same for bid.
- B. Posting Procedures: If the employer determines that a position is to be permanently filled, the following procedure shall govern:
 - 1. Such job vacancies shall be posted for five (5) working days along with the information relating to the qualifications and wages, shift, location and days off of the position.
 - 2. Employees desiring to apply for a job vacancy may do so by being qualified and by completing and submitting a job bid form within the posting period. The failure of an employee to provide all information requested on the job bid form shall result in the rejection of that employee's bid.
 - 3. If the relative qualifications of the employee candidates for the vacant job are equal, then seniority shall control in selection of the employee to fill the job vacancy, as long as such selection does not contravene any affirmative legal responsibility placed upon UG.

- C. An employee may not bid successfully to a classification with an equal or lower wage scale more than one (1) time in a six (6) month period. This shall in no way limit the number of times an employee may bid for classifications with higher wage scales, except as provided in Section 7.2D.
- D. Should an employee refuse a position awarded to them upon which they have bid, then the employee shall not be eligible to bid again for six (6) months. Anyone wishing to withdraw their bid must do so prior to the conclusion of the interview. If an employee requests and receives a return to their previous job, they shall not be eligible to bid again for six (6) months. If an employee of the Division is absent from work during any entire five (5) workday job posting period, the employee will be considered an applicant for the posted position, provided that they are physically able to immediately perform the duties of the job. The absent employee must be present for the interview for the position, or they shall be disqualified from further consideration.

- **7.3 FILLING POSITIONS FROM SOURCES OTHER THAN THE DIVISION**

Nothing herein shall prohibit UG from advertising for applicants for permanent full-time bargaining unit positions within the Division, which positions have been posted and remain unfilled due to lack of bidders or lack of qualified bidders.

- **7.4 PROFESSIONAL DEVELOPMENT COMMITTEE.**

A committee consisting of equal members of management and the union will be formed to develop career and professional development including, but not limited to, education, certification, testing and training and to make recommendations to the parties relating to these areas.

ARTICLE 8 - LAYOFFS AND RECALL

- **8.1 LAYOFF**

- A. Layoffs or job displacement due to reduction in force shall be made from job classifications according to Bargaining Unit seniority.
- B. Any employee laid off or displaced from their job, due to reduction in force, shall be permitted to displace a junior employee in any position for which the employee has Bargaining Unit Seniority and qualifications. An employee shall have not to exceed ten (10) workdays to demonstrate their qualifications and ability to properly perform the duties of the job at the determination of the immediate supervisor.
- C. The UG reserves the right to enter into any contracts or subcontracts it deems necessary or advisable for the operation, maintenance, repair or extension of the water pollution control system. The UG agrees, however, that it will not contract any work which is customarily done by a bargaining unit member(s) if as a result thereof such contract it

would be necessary to lay off bargaining unit member(s) without first meeting and conferring with the Union relating to such lay off(s).

- **8.2 RECALL RIGHTS**

- A. The order of recall shall be governed by the employee's Bargaining Unit Seniority and their qualifications within the classification in which the vacancy exists.
- B. Notification of recall shall be given by UG, by certified mail to the recalled employee at their last address furnished to UG. A copy of the notice shall be sent to the Union.
- C. Within four (4) days after such notice is postmarked, the employee must advise the Personnel Department whether they accept such reinstatement. Any recalled employee who fails to notify the Personnel Department within four (4) days, as outlined above, shall forfeit all seniority rights and opportunities for future recall. The next qualified employee on the appropriate Bargaining Unit 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 Bargaining Unit seniority list to fill the vacancy, then the vacancy may be filled by new hires. An employee recalled shall report to work within ten (10) working days after indicating their willingness to accept reinstatement. If the employee fails to report within such time, the employee shall forfeit all seniority rights and all future recall rights.

ARTICLE 9 - WORK PERIODS

- **9.1 GENERAL**

- A. There may be six (6) basic fixed work shifts, (Day – 1st shift, Afternoon – 2nd shift, Night – 3rd shift, Swing A – Swing B -Relief) within the Division. The hours of these shifts shall be established and may be modified by UG. The UG shall provide thirty (30) days' notice to the union prior to changing the shift times.
- B. When reasonable, employees shall be given at least four (4) working days' notice when they are temporarily assigned to a different fixed shift. If such notice is not given, the reassigned employee shall receive one and one-half (1 ½) times their regular pay for the first day worked on the new fixed shift. For purposes of this section, "temporarily" shall mean forty-five (45) days or less. Provided that the parties have entered into an agreement dated December 20, 1993, which contains certain exceptions to the notice requirements wherein the parties agree to be bound by the memorandum attached or agreed alterations thereof.
- C. Except in cases of an emergency as declared by the Director, employees shall not be required to work in excess of sixteen (16) consecutive hours. If an employee works in excess of sixteen (16) hours, then they shall be given a minimum of eight (8) hours off before returning to duty.

- **9.2 STANDARD WORK WEEK**

- A. The standard work week shall be forty (40) hours, except during shift or job change periods and shall consist of five (5) calendar days of work with two (2) consecutive days off except where alternative work schedules exist, or operational needs require otherwise. The work week shall commence at 12:00 a.m. Thursday through 11:59 p.m. on the following Wednesday.
- B. UG and the Union may agree to alter the standard work week in extenuating circumstances as declared by the Director. The standard work week may be altered and modified on a temporary basis, but not to exceed forty-five (45) calendar working days. Permanent alterations (more than forty-five (45) calendar working days) of the standard work week shall be discussed between UG and the Union prior to implementation. If the modifications cannot be agreed upon, then the matter shall be advanced to arbitration forthwith.

- **9.3 STANDARD WORKDAY**

- A. The standard workday for all employees, except Kaw Point Operators and except where alternative schedules have been assigned, shall be eight (8) consecutive hours except for a one-half (1/2) hour unpaid intermission for lunch. Employees shall be allowed a thirty (30) minute unpaid meal period per workday worked. Operators assigned to Kaw Point shall have a standard workday of eight (8) straight consecutive hours with meals being eaten on the job without intermission. Employees assigned to Swing A & B working a 12-hour operations shift at Kaw Point are permitted to take a thirty (30) minute paid lunch.
- B. To the extent allowed by the work assignment, employees will be provided up to fifteen (15) minutes at the end of the shift to clean up.

- **9.4 REST BREAKS**

Employees will be allowed not to exceed two (2) fifteen (15) minute rest breaks per normal working day. Rest breaks shall be limited to the job site. Designation of rest break times shall be within the discretion of the supervisor.

- **9.5 REST PERIOD**

If an employee has worked in excess of 16 hours in the 24-hour period immediately preceding their shift, they shall be entitled to an eight (8) hour rest period in a paid status.

- **9.6 FIELD PERSONNEL - INCLEMENT WEATHER**

Employees who are unable to perform the regularly assigned field duties due to inclement weather shall be assigned and shall work other duties as designated by their supervisors. When a heat or cold alert is issued by the National Weather Service, UG shall take the necessary action

as recommend by the National Weather Service to protect exposed employees from the risk of heat stroke or frostbite. Crews will not be dispatched to perform normal or non-emergency flusher work when the temperature results in the freezing of water in or around the equipment being used.

ARTICLE 10 - OVERTIME

• 10.1 TIME AND HALF PAY

Overtime worked outside an employee's regularly scheduled work hours shall be paid at one and one-half (1 ½) times the employee's straight time rate. Employees who are required to work both their first and second regular days off in a work week shall be compensated for those hours worked on their second regular day off at the double time (2x) rate of compensation for those hours actually worked on the second regular day off. Employees assigned to work the Swing A and B shifts shall only receive the double time rate on their third regular day off for those hours actually worked when they are required to work their two previous regular days off during the same work week. Employees who are classified as excessive users of sick leave and who have no accrued sick leave on the books at the time of commencement of the overtime work shall receive overtime pay only after working more than forty (40) hours in that work week.

Compensatory time may be paid in lieu of overtime at the accrual rate of one and one-half compensatory hours for each hour of overtime worked if the employee, in their discretion, so elects. Employees are permitted to accrue up to a maximum of forty (40) hours of compensatory time. Use of compensatory time is subject to staffing needs as determined by management.

• 10.2 OVERTIME CALL-IN

- A. Vacation period, holidays or regularly scheduled days off: When an employee is called in to work during a vacation period (Article 16), a holiday (Article 17) or one of the employee's regularly scheduled days off, then they shall receive a minimum of four (4) hours pay at one and one-half times (1 ½) their regular straight time rate from the time the employee arrives at their work.
- B. Regularly scheduled workday: When an employee is called in to work, either before or after their regularly scheduled hours of their regularly scheduled workday, then the employee shall receive a minimum of two (2) hours pay at one and one-half times (1 ½) their regular straight time rate from the time they arrive at their work.

• 10.3 OVERTIME DISTRIBUTION

A. General:

1. All employees within the appropriate classification, by location, shall be listed on overtime lists. Employees shall be offered overtime work from the list for the classification and at the location where the overtime exists. These lists shall be posted monthly. The latest overtime list shall govern the employees to be called. Employees

who are on vacation are ineligible for overtime from the end of their shift on the last day worked until the beginning of their shift on the day they return to work. Prior to going on vacation, an employee may voluntarily notify his/her supervisor, in writing, that he/she is willing to accept call-ins for overtime while on vacation, however such employees shall not be called for overtime unless the appropriate overtime list has been exhausted. Except, in cases of emergencies as declared by the Director, employees shall not be forced to work overtime more than twice in a given work week.

2. Overtime credit shall be calculated on straight time hours.
3. In the event a crew or person is working on a job, and it is necessary to work overtime to complete the job, the same crew or person, if available, will be used regardless of the overtime status of the employees involved. This provision shall apply even if the overtime necessary to complete the job is not continuous. Provided, when a television crew has been working on a street overlay project during the regular work week, Monday through Friday and it is necessary that this work continue on the weekend, the Collection Systems Technician III employee working on that project during the week must continue on the job on the weekend, but the Collection Systems Apprentice I and Collection Systems Technician II positions shall be filled from the overtime distribution list.
4. It is within the sole discretion of UG to determine when employees working overtime should be released from work or replaced by other employees.
5. Employees being placed on an overtime list for the first time, or after changing jobs or classifications will be placed at the bottom of the appropriate overtime list. Employees returning from extended absences, other than vacations, of thirty (30) days or more will be placed at the bottom of the appropriate overtime list.
6. Overtime List Rotation – The overtime list will be re-ordered after every overtime event. The employee who works the overtime event is moved to the bottom of the overtime list. If no employee on the overtime list voluntarily accepts an overtime event, then the employee at the top of the overtime list shall be forced to work. The overtime list shall be reset on January 1st of each year by seniority.
7. For overtime work which requires special qualifications outside regular working hours, the appropriate and qualified employees on the overtime list will be given first preference.
8. When the appropriate employee on the overtime list is not called through the fault of the UG, the missed employee shall be compensated at the appropriate overtime rate for the number of hours worked by the employee(s) who were erroneously called.

B. Operations Unscheduled Overtime

When an unscheduled overtime situation occurs, UG shall request employees in the job classification (e.g., Operator I, Lead Operator, etc.) where the overtime arises, who is working the preceding shift to hold over for four (4) hours and request the employee scheduled on the succeeding shift in that classification to report four (4) hours early. Within the Treatment section, the Department shall be required to exhaust the appropriate operators overtime list, provided that the on-duty operator must remain on duty until their replacement reports for work.

- **10.4 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 Director, employees are required to work overtime as requested and are subject to discipline for any refusal to so work. Employees may request of the Director or the Director's designee to be excused from this work under extenuating circumstances and such request may be granted at the Director's or the Director's designee's discretion.

- **10.5 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-hour (1/4) of overtime, they shall be credited with one-fourth (1/4) hour at the appropriate overtime rate.

- **10.6 OVERTIME MEAL PERIODS**

When an employee is required to work four (4) hours or more of overtime immediately before or immediately after regularly scheduled working hours, they shall be allowed a meal period of thirty (30) minutes every four (4) hours that such employee is required to continuously work overtime. Provided that, operators will not be allowed a thirty (30) minute meal period, but the employer will make provisions for the operator to obtain a meal, if they so desire, at the operator's expense.

ARTICLE 11 - DISCIPLINE

- **11.1 GENERAL**

The Union recognizes that the Director has the responsibility for maintaining discipline and the efficient and orderly operation of the Division. Accordingly, the authority to discipline employees is vested exclusively in the Director. However, the Director 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 Rules and Regulations.

- **11.2 IMMEDIATE TERMINATION**

The following reasons, by themselves, shall be considered justification for immediate termination of employees covered by the Memorandum of Agreement:

- a) Reporting for duty while under the influence of alcohol, cereal malt beverages, drugs of other controlled substance not specifically prescribed by a licensed, registered physician.
- b) Any use of or possession on an employee's person, or being under the influence of any intoxicating beverage, cereal malt beverage or controlled substance while on UG time.
- c) Being in taverns, private clubs or liquor stores during any and all working hours, including lunch break.
- d) Any theft or conversion of public property.
- e) Assault and/or battery upon a supervisor or another employee.

In the event that a discipline grievance involving conduct identified in this Section 11.2 proceeds to arbitration, the arbitrator's sole authority and jurisdiction shall be to determine whether the employer has met its burden of proof in establishing that the employee engaged in the identified conduct. The arbitrator shall have no authority or jurisdiction to adjust the amount of discipline given.

- **11.3 EFFECTUATION OF SUSPENSIONS**

Except as provided herein, suspensions shall not be effectuated until after the second step grievance hearing has been held or within ten (10) workdays from the date of the filing of the grievance, whichever occurs first.

- **11.4 DISCIPLINE**

Upon violation of one or more of the reasons referenced below, the employee shall receive a first warning, which may be oral or written. Upon a second (2) violation of the same nature the employee shall receive a written warning which is to be signed by the employee and placed in their personnel file. A third (3) violation of the same nature shall be followed by a written warning and a one (1) day suspension, without pay. In addition, the employee shall be required to appear before the division head or their designee for counseling and discussion of the violations and their consequences. A fourth (4) violation of the same nature shall be followed by a written warning and a five (5) days suspension, without pay. In addition, the employee shall be required to appear before the division head or their designee for counseling and discussion of the violations and their consequences. A fifth (5) violation of the same nature within any consecutive twelve (12) month period, shall result in the termination of the employee.

If the Director feels that an offense is flagrant and/or damaging to UG or the Division, the Director shall have the right to impose the appropriate discipline regardless of the number of offenses.

Violations pertinent to Section 11.4 shall include but not be limited to:

- (a) Insubordination.
- (b) Failure to obey safety rules and regulations.
- (c) Misconduct during and working hours, including lunch break.
- (d) Appearance and cleanliness.
- (e) Sleeping on the job.
- (f) Failure to report unsafe equipment to the foreman or superintendent.
- (g) Using equipment unsafely or working carelessly.
- (h) Chronic absenteeism, tardiness and/or abuse of sick leave.
- (i) Absence from an assigned work site without permission.
- (j) Unauthorized use of any UG vehicle or equipment.
- (k) Unauthorized use of uniforms.
- (l) Violation of Department Rules and Regulations.

• **11.5 DISCIPLINARY ACTION FORMS**

Disciplinary action forms shall be issued within twenty-four (24) calendar days of the date of the infraction or the date that the Director knew or should reasonably have known of such infraction, whichever date is later. The Director or their designee shall provide the business representative of the Union a copy of such forms within five (5) business days of the date that the form is issued to the employee. Service to the business representative by hand delivery, regular mail or e-mail shall be deemed sufficient.

• **11.6 FORFEITURE OF BENEFITS AND RIGHTS**

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

• **11.7 ON THE JOB INJURY**

Employees are required to report to their supervisor any on-the-job injury within 24 working hours from the occurrence of the injury.

• **11.8 TERMINATION**

Upon termination of employment with UG, all safety equipment, hard hats, uniforms, vests, gloves protective eye wear or other equipment provided the employee by UG shall be returned. Failure to do so shall result in the employee's final paycheck(s) being withheld until all missing items are returned or replaced by the employee as permitted by K.S.A. 44-319(b)(3),

provided that such withholding does not reduce the employee's compensation paid, less the withholding, to below the minimum wage under either State or Federal law.

- **11.9 TARDINESS/FAILURE TO CLOCK IN OR OUT**

A. Employees reporting late for work or failing to clock in or out will be disciplined according to the following schedule:

Less than 5 minutes late - No penalty, except as provided in paragraph (B) herein.

5 to 29 minutes late - Penalty of ½ hour's pay.

30 to 59 minutes late - Penalty of 1 hour's pay.

Over 60 minutes late - Dock for time missed, until they can report to the job site.

(1) When employees are notified that they are subject to discipline for failure to clock-out at the conclusion of their work shift they may discuss such notification with their immediate supervisor and if that supervisor agrees, in writing, that the employee worked the time in dispute, the discipline shall not be imposed.

B. Employees who are tardy or fail to clock in or out three (3) times over the course of a rolling year shall be given a written warning upon their third tardiness or failure to clock in or out and upon being tardy or failing to clock in or out on any additional occasions within that same rolling year shall be subject to the following discipline:

Fourth offense: 1 day suspension without pay.

Fifth offense: 3-day suspension without pay.

Sixth offense: Termination.

ARTICLE 12 - GRIEVANCE PROCEDURE

- **12.1 GRIEVANCES**

The term "grievance" as used in this Memorandum shall mean any dispute, disagreement, or difference between one or more employees and UG as to the meaning of any terms and provisions of this Memorandum and as to the manner in which these provisions are applied. Any impasse in any negotiations for any Memorandum of Understanding 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 the Public Employee Relations Board, the employee involved may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

- **12.2 INFORMAL GRIEVANCE PROCEDURE**

The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee and their 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.

• **12.3 GRIEVANCE PROCEDURE**

Grievances by an employee or a group of employees shall be handled in the following manner:

1. Time Limits: Management and Union representatives agree to make every effort to meet and settle grievances within the prescribed time limits. Any failure to comply with the time limits specified herein shall result in the grievance being disposed of in favor of the party not in default, i.e., if the employee and/or Union fail to meet the grievance procedure time limits, the employee's grievance is dropped in the UG's favor and if the 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 the time limits prescribed herein by mutual agreement.
2. Stewards: It is agreed that stewards will be given reasonable time for grievance investigation with reasonable advance notice and approval of supervision.
3. Filing: This grievance procedure must be started by the filing of a written grievance within twenty-four (24) days from the time the grievance occurred or became known, or reasonably should have been known, otherwise it need not be considered. 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.
4. Appeals: All appeals must be in writing on a regular grievance form. All written answers to grievances shall be given to the Union Steward. All appeals by employees shall be delivered to the Director with a copy to the Director of Personnel.
5. Responses: 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 their regular office address. If a grievance cannot be answered within a specified time in any step because of circumstances beyond the UG's control, a time extension may be granted by mutual agreement.
6. The steps in the grievance procedure are as follows:

Step 1:

All employees' grievances, except those relating to discipline or discharge, first shall be stated in writing and delivered to the appropriate supervisor as designated by the Director within twenty-four (24) days from the time the grievance occurred or became known or reasonably should have been known. The grievance 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.

Grievances shall be discussed as soon as possible following their filing at a meeting at which the employer will be represented by the appropriate supervisor as designated by the Director and the employee or employees will be represented by a steward of the Union. A written answer must be given within ten (10) working days of the meeting at Step 1.

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 Director and Personnel Director and/or their designee within ten (10) working days after the conclusion of the first 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 it is alleged were violated or misinterpreted.

Grievances appealed to the second step shall be discussed within ten (10) working days of the appeal (or issuance of the disciplinary letter). At such meeting the employer will be represented by the Director and/or their designee and the employee or employees will be represented by a representative of the Union and the appropriate Steward. All employee grievances relating to discipline, except discharge, of an employee will originate at the second step.

The employer will answer the grievance in writing after the second step meeting within ten (10) working days.

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 County Administrator or their designee within ten (10) working 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 it is alleged were violated or misinterpreted.

Grievances appealed to the third step shall be discussed within fifteen (15) working days of the appeal (or issuance of the disciplinary action). At such meeting the employer will be represented by the Director, or their designee and the employee or employees will be represented by a representative of the Union and the appropriate Steward. All employee grievances relating to discharge will originate at the third step

The employer will answer the grievance in writing within fifteen (15) working days following the Step 3 discussion.

Step 4 - Arbitration:

If the grievant is dissatisfied with the Administrator's decision grievant may request that the matter be arbitrated. Such request must be made as follows:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within ten (10) working days of the Administrator's decision. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which it is alleged were violated or misinterpreted. If notice of intent to arbitrate is not delivered within ten (10) working days of the Administrator's decision, the issue shall be deemed abandoned.
- (b) Within ten (10) calendar days after the above notice is delivered, the parties will submit a request to 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.
- (c) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of the UG.
- (d) The Jurisdiction and authority of the Arbitrator shall be governed by the following:
 1. The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable them to act effectively. The Arbitrator shall observe the rules of evidence and the Arbitrator's decision shall be final and binding on both parties, except as provided in Step 5.
 2. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 3. 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 the Arbitrator's award on any alleged past practices of the UG or Division or the Union, prior to the effective date of this agreement.

4. The Arbitrator shall have no authority to substitute their judgment for that of the management of the UG, Division or Administrator, nor shall the Arbitrator have authority to usurp, subtract from, modify or exercise any management right of UG or the division, except that the Arbitrator shall have discretion to reduce or raise discipline imposed.
5. The cost of the Arbitrator shall be divided equally between the union and the employer.
6. The Arbitrator shall tape record the proceedings and make a copy of the tape available to both the UG and the Union.

Step 5-District Court

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 within thirty (30) calendar days of the date of the Arbitrator's decision. The Court shall only determine whether the Arbitrator's decision was arbitrary, capricious and/or unreasonable.

ARTICLE 13 - STRIKE AND LOCKOUTS

The Union, on behalf of its membership, recognizes that the protection of life, health and property is of paramount importance to itself and the UG. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage, nor instigate any work slow-down, stoppage or strike, or any action that is detrimental to the operation of the Division. The UG agrees that it shall take no action that could be defined as a lockout.

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

The Union shall select not to exceed seven (7) stewards and seven (7) alternates. The Union shall notify the Division in writing, during the first quarter of each year, of the names of said stewards and shall notify them any time a change occurs in such positions. There may not be more than one (1) steward and one alternate per physical location within the Division. The stewards may be permitted, upon request to the Director, reasonable time to investigate, process and present grievances on behalf of members of the bargaining unit, provided that enough personnel remain on duty to provide the 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 the UG. Stewards shall not absent themselves from their work assignments without permission of their supervisor.

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

ARTICLE 15 - LEAVES OF ABSENCE

• 15.1 LEAVES OF ABSENCE

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

• 15.2 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. Any employee desiring a general leave of absence shall submit a written request to the Director setting forth the reasons for the request at least seven (7) calendar days prior to the commencement of the requested leave, 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.

• 15.3 MATERNITY LEAVE

A leave of absence shall be granted for maternity upon an eligible employee making written request for such. Such written request must be presented to the employee's immediate supervisor accompanied by a statement of the employee's physician which sets forth a date such leave is to begin and a projection as to its termination, as soon as those dates can be determined by the employee or their physician. Return to work shall be as soon as reasonable after delivery as permitted by a signed release by the employee's physician.

Said leave shall be charged against the employee's accumulated sick leave.

• 15.4 MILITARY LEAVE

- A. 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 their 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 procedure in requesting such leave and upon their separation from the

service they shall be entitled to such benefits accruing to them under existing federal laws and regulations. An employee on military leave shall report for duty with the Division within ninety (90) days of their separation from service on their initial tour of duty or they will be considered as having voluntarily resigned. Neither sick leave nor vacation time shall accrue during military leave.

- B. Employees required to attend annual two-week training sessions will be paid the difference between the straight time rate of their regular appointment and the military pay received if less than their regular straight time earning for a maximum of two (2) weeks in anyone (1) fiscal year.

- **15.5 DEATH IN FAMILY**

- a) General: Each employee shall have, in the event of a death in his/her immediate family, three (3) consecutive working days off with pay, commencing with the day of death, the day after the death or the day before the funeral. The employee may be granted one (1) additional day off with pay, chargeable to sick leave, for verified travel of each 500 miles he/she must travel by ground transportation, but not to exceed three (3) such additional days. If travel is by air, such additional days shall be limited to one (1). The term "immediate family" shall include the employee's spouse, children, grandchildren, parents, stepparents, grandparents, brother, sister, parents of the spouse, grandparents of current spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren or a relative living in the employee's home. The employee shall provide some proof of death.
- b) Substitution for Vacation: In the event that a death in the immediate family occurs while the employee is on a scheduled vacation of five (5) consecutive days or more, such paid leave shall be substituted with death in family leave but not to exceed the limits set out above. The canceled vacation days will be rescheduled in accordance with the needs of the Division. If the canceled vacation days are not used during that calendar year, then those days may carry over into the next year, subject to provisions under 16.6.

- **15.6 JURY DUTY**

If an employee is absent from work because of jury service, they shall be paid their regular rate of pay less jury pay.

- **15.7 SICK LEAVE**

- a. Entitlement

- 1) All permanent employees shall be allowed leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1 ¼) calendar day 10 (ten equivalent hours) for each calendar month of full service by such employees.

- 2) Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspension or layoff.
- 3) Employees must actually work or be credited with working at least twelve (12) days per month in order to accumulate the sick leave entitlement.

b. Limitation of Accumulation

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

c. Termination and Retirement

All accumulated sick leave is abolished when the employee is separated from employment. However, if at retirement (or upon death while employed), the employee has sick leave on the books, he/she 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) monthly compensation for each calendar day.

d. Use Provisions

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 injury. Sick leave may be utilized for maternity leave, or physical or mental illness.
2. If the UG has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician or licensed nurse practitioner certifying that absence from work was required due to a bona fide illness or non-duty related injury. If the employee does not furnish substantiating evidence or a physician's or licensed nurse practitioner's statement, the employee may be subject to discipline.
3. Employees who use sick leave for an absence which lasts more for more than two (2) workdays must provide a doctor, or licensed nurse practitioner's excuse upon their return to work or the employee may be subject to discipline.
4. The granting of sick leave shall be at the determination of the Director or their designee.
5. The employee shall not be entitled to receive paid sick leave unless they shall notify their immediate supervisor of their illness before such paid sick leave is

due to begin, unless the delay of such notification can be shown to be unavoidable.

6. The UG shall have the right, at its discretion, to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the UG's expense, by a physician selected by the UG to determine the nature and extent of the illness or disability.
7. If an employee within twelve (12) consecutive month period uses five (5) or more sick leaves immediately after their regular days off vacation days or holidays, they shall be classified as an "excessive user of sick leave." The employee shall be notified in writing when they are placed in this category. When an employee is so classified, they shall be subject to the following rules concerning the use of sick leave.
 - a. After an employee has been notified in writing that they have been classified as an excessive user of sick leave, the employee shall furnish a statement from a physician to the Director or the Director's designee. The statement shall contain the physician's report as to the cause for the employee's absence, the probable length of time of the necessary sick leave and the physician's statement that the employee was unable to work the day(s) they were absent.
 - b. If the employee does not furnish a physician's statement as provided, they shall be subject to the following discipline:
 - 1st Offense – Five (5) workdays suspension without pay
 - 2nd Offense – Ten (10) workdays without pay
 - 3rd Offense - Termination

7. Restrictive Sick leave

- a. When an employee uses sick leave on ten (10) or more occasions in any 12-month period, they shall be notified by the Director or their designee that they are placed on restrictive sick leave for the next twelve (12) months period. When an employee uses sick leave on ten (10) or more occasions during this second twelve (12) month period they may be subject to termination.
- b. Sick leave use for prearranged physicians, dentists, or oral surgeons' 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 this paragraph or the preceding paragraph, provided that the employee provides satisfactory verification that they have actually attended said appointment.

8. Dual Employment Prohibition: Employees on sick leave are prohibited from being gainfully employed by any employer other than the UG.

9. Holiday Pay: Holiday pay will be applied in lieu of sick leave credit for an employee absent on a holiday because of illness, provided the employee has sick leave credits available.
10. Return to Work Release: After any extended illness an employee shall be required to provide a release from a hospital or physician that the employee is able to return to duty.
11. Employees hired after January 1, 2022, will be designated as Tier II and accrue sick leave at 8 hours per month.

e. 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 a serious medical condition – an illness or injury that is debilitating or incapacitating or whose treatment is debilitating or incapacitating and that requires hospitalization or extended recovery lasting fourteen (14) days or more during which the employee is unable to 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 donor.
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.

• **15.8 PERSONAL LEAVE**

Employees may, with immediate Supervisor's and the Director's written permission, take a personal leave with pay. This personal leave shall not exceed three (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 (or twenty-four equivalent hours) of personal leave in a calendar year. Employees must make written application to their supervisor to use personal leave at least 24 hours in advance of the usage except in emergency situations when such prior notice is not possible. Personal leave that is taken on a call in or unscheduled basis must be used in eight (8) hour increments. Supervisors may, on an emergency basis, grant personal leave to bargaining unit employees. However, no employee may be granted emergency personal leave more than once per calendar year. Personal Leave may be used in not less than one (1) hour increments.

- **15.9 SICK LEAVE BUY BACK**

Beginning November 1, 2008 and each November thereafter, regular employees who have a minimum of two hundred and forty (240) hours of accrued and unused sick leave may, on an annual basis, elect to convert sick time to payment on a one-to-one conversion rate, at the employee’s regular base rate of pay. The maximum number of hours that may be converted is forty (40).

ARTICLE 16 - VACATIONS

- **16.1 GENERAL**

Employees hired after January 1, 2019, shall accrue vacation monthly after completing six (6) months of service with the accrual rate being prorated in months 7-12 of the employee’s first year of employment at the rate of 11 working days per year.

All employees shall accrue vacation monthly based off of years of service and Tier I and Tier II accrual schedule.

	Tier I	Tier II (New employees after 1/1/22)
Complete Years	Vacation	Vacation
1 through 4	88	80
5 through 8	136	128
9 through 13	160	152
14 through 19	200	192
19 +	240	216

- **16.2 HOLIDAYS AND SCHEDULING**

When an employee is on vacation and one of the holidays recognized by this Memorandum falls during that period, the employee shall receive one (1) additional day (eight equivalent

hours) off with pay. The vacation period and schedule of vacations of each qualified employee shall be set by seniority within job classifications and duty assignments and desire and preference of the employee, consistent with the efficient operation of the Division. Seniority may only be exercised by the individual employee on their first choice for a vacation period.

- **16.3 EXCEPTION**

Employees shall not accrue vacation time while on leave of absence, lay-off, 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 lay-off status or due to a non-work-related illness or injury for which they are not on approved sick leave, their vacation pay shall be reduced pro rata to the portion of the year they earned and were eligible for vacation privileges.

- **16.4 PRO-RATED VACATION**

For the purpose of computing vacation pay, an employee shall earn one-twelfth (1/12) of their vacation credit for each month of service during the twelve-month period preceding January 1 of each year. Each month in which an employee works twelve (12) days (96 equivalent hours) shall be considered a month of service.

- **16.5 VACATION BUY-OUT**

Employees shall be entitled to be paid in cash at the time of retirement from the UG for accrued unused vacation pay standing to their credit at the time of their retirement. 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.

- **16.6 SCHEDULING**

Employees shall be required to take their vacation at a minimum of four (4) hours at a time. Employees must make written application to their supervisor to use vacation days at least twenty-four hours in advance of the usage. Unified Government may grant or deny the request depending upon the manpower and the needs of the Department. Employees may be entitled to use up to two (2) emergency vacation days with at least one (1) hour notice before the beginning of the assigned shift, schedule permitting, when the request is approved by the Director or their designee. Emergency vacation days must be taken at a minimum of one (1) full day at a time. Starting January 1, 2023 Employees may carry over up to one (1) time their current annual accrual. Any carried over vacation must be used in the succeeding year.

ARTICLE 17 - HOLIDAYS

- **17.1 DESIGNATED HOLIDAYS**

Employees shall receive one (1) day (eight equivalent hours) off with pay in compensation for the following holidays as designated by the UG:

New Year's Day
 Martin Luther King Day
 President's Day
 Spring Holiday
 Juneteenth
 Memorial Day
 Independence Day
 Veterans Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

And all other holidays declared to be official UG holidays by the UG Commission.

• **17.2 HOLIDAY – REGULAR DAY OFF**

When a holiday, as set forth in Section 17.1, occurs on an employee's regular day off, that employee shall receive an additional day's pay (eight equivalent hours) at their regular rate.

ARTICLE 18 – MEDICAL PLAN

During the term of this Memorandum, UG agrees to offer the employees of the Department the same medical, dental or other similar welfare benefit plans which are made available to UG's employees generally. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

Each covered employee shall make monthly medical plan premium payments for either single or family coverage elected according to the following schedule, provided that beginning in 2019 the below 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	\$14.15 per month
\$30,001 - \$60,000	\$28.32 per month
\$60,001 or more	\$42.48 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 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 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, if any and their portion of the premium therefore shall be deducted from the employee's payroll.

D. Unusual Increase in Annual UG Premium Costs.

The cost of the premium paid by the UG for individual and dependent coverage for these employees shall not increase more than fourteen percent (14%) from year to the next. If the cost of the medical plan, dental or other similar welfare benefit plan is projected, based on a review of actual plan experience and historical utilization data as well as applicable industry survey and medical trend documentation, to increase by more than fourteen percent (14%) from the preceding budget year, then insurance plans, insurance carriers or other claims administrators, contribution formula and/or benefits must be changed under the medical, dental or other similar welfare benefit plan in order to decrease the overall projected cost increase to fourteen percent or less. The UG Employee Health Benefit Committee (EHBC) shall meet and confer in an attempt to make recommendations to the UG Administrator for modifying the policy(ies), carrier(s), administrator(s), plan design(s), benefits, contribution formula or other variables to reduce the projected cost increase to fourteen percent (14%) or less for the next budget year. The Union shall have one voting member on the EHBC. The EHBC shall be at least an equal number of voting members from representatives of bargaining units of the UG as members from unrepresented groups, administrative staff and retirees. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union (Local 53) has the right to submit the matter to expedited arbitration. When the EHBC determines what its recommendations are to be to the UG Administrator, the UG Administrator shall then determine whether they agree with those recommendations or not. If the UG Administrator agrees, the recommendation modifications shall be immediately adopted. If the UG Administrator disagrees with the EHBC recommendations, the UG Administrator shall notify the EHBC of such

determination. If the UG Administrator and the EHBC cannot immediately resolve their differences, the matter shall be submitted to expedited arbitration. The arbitrator only has jurisdiction to determine if the UG Administrator's or the EHBC's recommendations are correct in determination of the method of modifications of carrier(s), plan(s), benefits, etc. in order to keep the UG's projected cost for the medical, dental or other similar welfare benefit plans for each year from exceeding the preceding year(s) by fourteen percent (14%). The factors used to determine costs for any one year of this Memorandum shall be as follows:

1. Plan experience during year. (On a claims paid, not claims made basis)
2. Administrative expenses to administer the plan during the year.
3. Sufficient funds to create and/or preserve a "premium stabilization" reserve fund of at least five percent (5%) of the previous year's total premium costs amount.

ARTICLE 19 – RETIREMENT AND PENSION FUND

All employees shall come under the Kansas Public Employees Retirement System as set forth by the UG in effective Charter Ordinance and as set forth in applicable Kansas State statutes.

ARTICLE 20 – WORKERS' COMPENSATION

An employee who sustains injuries arising out of and in the course of their 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 Worker's Compensation Act because of such injuries, they shall receive the difference between their regular base pay and the Worker's Compensation benefits they received for the time period that their total disability continues but not to exceed the first twelve (12) weeks of any such injury. Compensation following the first twelve (12) weeks of any employee's injury shall be governed solely by the Kansas Worker's Compensation Act. No employee will receive more income as a result of receiving the benefits of this section than they would have received had they been working and receiving their 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.

ARTICLE 21 – UNIFORMS

• 21.1 UNIFORMS ISSUED

All regular employees who have completed their probationary periods shall have previously been provided or will be provided uniforms at the employer's expense as set forth below:

- (2) jackets (lined)
- (12) shirts
- (12) pants
- Rain gear – 1 set – jacket and pants or bibs

- **21.2 PREFERENCE OF SHORT OR LONG-SLEEVED SHIRTS**

Employees may state their preference as to short or long sleeves, provided that the requested shirt (short or long sleeve in the employee's size) is immediately available, such request shall be honored.

- **21.3 TURNING IN UNIFORMS AND CLEANING**

Employees are required to turn in uniforms following use and the UG shall have the same cleaned. When 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 or equipment not so returned as provided in Section 11.8 herein.

- **21.4 WEARING OF UNIFORMS**

Employees are required to be in full uniform at all times while on duty. Employees reporting for duty, either fully or partially out of uniform, shall be off the clock until they report in full uniform. Employees are not allowed to wear the issued items listed herein or use UG issued equipment at any time except when they are actively engaged in performing duties of their employment with the UG. Employees who violate this provision are subject to discipline.

ARTICLE 22 – UNION/MANAGEMENT SAFETY COMMITTEE

- **22.1 COMMITTEE CREATED**

It is the express policy of the UG 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 the UG, the Union, employees and citizens of Wyandotte County and 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 equal numbers of management and bargaining unit member representatives. Management shall appoint management representatives and the Union shall appoint the Union's representatives. Other employees of the U.G. or outside consultants may from time to time be invited to and/or consulted by the committee. This safety committee shall consider health and safety matters relating to all bargaining unit employees in the Water Pollution Control Division. The Safety Committee shall have the responsibility of reporting to the Director health and safety problems and the Director may, at their 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 the Director or their designee, and the Director 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 the Director. Employees who violate safety rules shall be subject to discipline.

ARTICLE 23 – COMPENSATION

- **23.1 RATES OF PAY**

The rate of pay for employees within the bargaining unit shall be as set forth in Appendix I attached hereto.

- **23.2 LONGEVITY/INCENTIVE PAY**

Effective December 31, 2019, monthly longevity pay is eliminated. Longevity pay will be paid as a supplement to the employee’s hourly rate of pay to those employees who have the following tenure as of December 31, 2019. Employees who have not achieved the below noted years of service as of December 31, 2019, shall not thereafter accrue years of service or tenure for purposes of accruing additional supplemental pay.

Longevity Supplemental Pay

<u>Continuous Completed Years Of Service as of 12/31/19</u>	<u>Supplemental Hourly Pay</u>
5	\$0.11538
10	\$0.17308
15	\$0.63462
20	\$0.80769
25	\$0.92308
30	\$1.00962

Classification Supplemental Pay.

__ Employees who have achieved the below noted State certification levels will be entitled to the following certification pay.

<u>Classification or Certification</u>	<u>Monthly Compensation</u>	<u>Supplemental Hourly Pay</u>
I	\$175	\$1.00962
II	\$200	\$1.15385
III	\$250	\$1.44231
IV	\$300	\$1.73077

The foregoing Supplemental Hourly Longevity and Classification Pay rates shall be applied to the employee's base rate of pay following adjustment for cost of living as provided for within Section 23.1. Longevity and Classification pay shall not be adjusted through cost-of-living adjustments to an employee's base rate of pay.

Employees who qualify shall receive the higher of certification or longevity pay but shall not receive both. Employees holding certifications in both operations (KDHE), collections (KWEA) and/or laboratory technician (KWEA) are eligible for certification pay pursuant to the foregoing table within this section for such employee's certification in up to two respective fields. Employees holding certifications in multiple fields may be offered and are eligible to accept voluntary overtime outside of their job classification following exhaustion of the voluntary overtime list provided for within Section 10.3(A)(1) provided that their certification qualifies them to perform the overtime work. Any employee holding an active Master Electrician's Certification shall be paid at the Level IV certification rate.

- **23.3 SHIFT DIFFERENTIAL**

- A. Shift Differential Pay

- Shift workers working on the evening and midnight shifts and those workers working on the Kaw Point Swing A (3rd shift) and B (2nd shift) who successfully bid upon or who are assigned to said shifts shall receive shift differential pay on a one dollar and fifty cents (\$1.50) per hour basis for those hours of the respective shift actually worked provided that those employees who work weekend shifts (Saturday and Sunday, Swing A & B in Operations) shall receive shift differential pay for the entire shift.

- B. Overtime – Shift Differential

- Shift differential pay is applicable to overtime work performed by shift workers after the conclusion of or prior to commencement of their regular shift which work occurs during the evening or midnight shift but is not to be compounded.

- **23.4 GAIN SHARING INCENTIVES**

The UG and Union have established a labor/management committee which has discussed and provided recommendations to the Director concerning cost savings initiatives within the Water Pollution Control Division. The County Administrator or their designee's must approve the incentive program and any amendments thereto. All employees, including supervisors, of the Division during the duration of this Agreement shall share Fifty percent (50%) of the identified and realized savings.

- **23.5 – BILINGUAL PAY**

A. To be eligible for selection as a certified bilingual employee, such employee must either be certified as a bilingual employee after responding to a call for interest for a posted bilingual employee vacancy or must have been previously certified as a bilingual officer. The UG shall cover the cost of certification testing provided that the employee is successful in achieving certification as a result of such test. Certified bilingual employees selected for a vacant and posted bilingual employee appointment shall receive \$75.00 per month as bilingual certification pay. The UG shall choose the specific languages for which it determines certified bilingual officers are needed. The UG shall determine the number of certified bilingual employees which are needed for each language chosen. If interest is expressed by more officers than the Department determines is needed for any specific language, the selection of officers to fill the available positions shall be based upon seniority amongst bidding, certified, bilingual employees.

B. On-duty certified bilingual employees shall be required to respond to any location as directed by the UG to provide assistance. Unless otherwise authorized by an on-duty supervisor, no on-duty, certified, bilingual employee who receives bilingual certification pay may refuse to respond upon request.

ARTICLE 24 – ENTIRE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement supersedes all previous agreements between the UG and 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 or resolutions existing at the date of this Memorandum. Agreements between the parties following the effective date of this Memorandum are not prohibited by this Article.

Any conflict which may exist between existing or future UG ordinances or resolutions 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 are 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 25 – SAVINGS CLAUSE

Should any term or provision of this Memorandum be in conflict with any State or Federal Statute or other applicable law or regulation binding upon the UG, except Kansas City, Kansas ordinances, Wyandotte County resolutions or UG ordinances or resolutions such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of 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 26 – WORKING RULES

• 26.1 PAYDAY

Employees paid on a biweekly basis shall be paid on Friday by direct deposit which shall be sent out by the U.G. by noon. When paydays fall on holidays (Article 17), payment shall be made the preceding workday.

• 26.2 PERSONAL VEHICLE

Employees are not required to use their personal vehicles in connection with their employment except to attend training or educational courses. Employees who do 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.

• 26.3 UG EQUIPMENT – TRAFFIC VIOLATIONS

The Division shall be responsible for any fine, court cost or attorney's fees resulting from a traffic violation while the employee was acting within the scope of their employment and operating UG owned equipment, only if such violation was a result of faulty UG equipment or a defect the UG knew of, and the employee should not have remedied the fault before operating same.

• 26.4 DRINKING WATER

The Division shall furnish clean, fresh drinking water and ice daily for field crews at work starting time or just as soon as possible thereafter, on all jobs during the summer months or when necessary.

- **26.5 SAFETY EQUIPMENT**

The Employer shall furnish each crew and/or employee with the necessary health and safety equipment to perform the work in a safe manner in accordance with the safety rules and regulations.

- **26.6 JOB DESCRIPTIONS**

Employees shall not be required to perform work not contained within their job descriptions except in an emergency or when there is no available work within their job description, or when inclement weather prohibits performance of their work.

The UG shall notify the Union when it substantially modifies any bargaining unit job description and/or when it creates new job classifications. The Union may give their comments concerning the proposed changes or newly created positions to the employer which comments shall be considered. Wage rates for the substantially changed or newly created classifications shall be negotiated. If the parties cannot agree on such wage rate, the issue shall be submitted to an arbitrator pursuant to Article 12.

- **26.7 TEMPORARY ASSIGNMENTS**

An employee temporarily assigned (forty-five [45] days or less) to a different classification, piece of equipment or shift, must first be qualified to perform the job and then shall be selected in accordance with their Bargaining Unit seniority. Therefore, the senior qualified employee shall be offered the assignment first. If no qualified employee accepts the assignment, the least senior qualified employee will be assigned the position. Any temporary assignment in excess of 45 days, when the position has been approved as a permanent position, shall be filled according to 7.2.

- **26.8 STEP – UP PAY**

An employee who is temporarily assigned to a Bargaining Unit job, except for training purposes and such job is paid at a higher rate than the employee’s regular job and the employee works at such job for two (2) hours or more, that employee will be paid at the higher rate above their regular rate of pay, _ for the time actually so worked. The employee with the most Bargaining Unit seniority on the crew and/or at the location shall receive the step-up assignment. Any existing bargaining unit position which is filled on a step-up basis, except for illness, vacation, or other approved leave of absence or injury, for sixty (60) workdays or more in a given year, unless extended by mutual written agreement, shall be posted for bid. Preferences for step-up work may be given to employees within one of the below lines of progression:

<u>Lower Classification</u>	<u>Higher Classification</u>	<u>Higher Classification</u>
Collection Systems Apprentice I	Collection Systems Technician II	Collection Systems Technician III

Utility Construction Apprentice I	Utility Construction Specialist II	Utility Construction Specialist III
Plant Operator I	Plant Operator II	Plant Operator III
Utility Maintenance Mechanic I	Utility Maintenance Mechanic II	Utility Maintenance Mechanic III
Instrumentation Helper/ Electrical Helper	Maintenance Electrician and/or Instrument Technician	

- **26.9 DRIVERS LICENSE**

The Division shall reimburse any employee, upon written request, who is required by their position with the Division to obtain and possess a commercial driver's license which license exceeds a normal Kansas driver's license, the difference in the license fee paid to the State of Kansas between the normal license fee and the fee for the required license. Verification of such payment by the employee shall be provided to the Division.

- **26.10 TRAINING AND EDUCATIONAL OPPORTUNITES**

- A. Training and Certification Testing.**

An employee's attendance at wastewater treatment and collections training ("Training") shall be subject to supervisory approval. Training courses offered on the job site or within a sixty (60) mile radius of the U.G. shall be at the U.G.'s cost. Employees attending such Training shall be in a paid status while attending courses. Payment for any Training and compensation for attendance at Training outside of sixty (60) miles is subject to supervisory approval. Travel time to off-site training courses is compensable with supervisory approval, when no onsite training is available. Mileage reimbursement shall be provided to an approved off-site Training course provided that a U.G. vehicle is not available for travel to the Training course site. Employees shall be reimbursed for the costs of a certification test provided that the employee passes the examination.

- B. College or Vocational Tuition Reimbursement.**

Each college or vocational training, excluding vocational training referenced in Sub-paragraph A. above, course taken must be job-related to be eligible for reimbursement. Such course work must be approved as job-related prior to enrollment by the submission of a written description of the course to the Director. Employees will not be relieved from duty to attend these courses. Reimbursement for tuition shall be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the Director. Reimbursement will include books for classes taken. No reimbursement shall be made for paper, supplies, transportation, meals, or any other expense except for the cost of the course. The maximum limit for which an employee may be reimbursed during a calendar year is

a twenty-five hundred dollars (\$2,500.0). If the employee separates from service with the UG or Division prior to the completion of the course, the employee is not eligible for tuition reimbursement. Employees who receive tuition reimbursement are required to remain in the UG's employment for eighteen (18) months.

ARTICLE 27 – ALCOHOL AND DRUG FREE WORKPLACE TESTING

• **27.1 GENERAL**

All employees shall be subject to the provisions of the Drug-Free Workplace Act of 1988, as amended, and subject to the UG of Wyandotte County/Kansas City, Kansas Statement and Policy on Substance Abuse and Drug and Alcohol Testing. Any changes to this policy will not be implemented during the term of this agreement without the mutual consent of the parties, unless such changes are required by law.

ARTICLE 28 – SMOKE-FREE WORKPLACE

• **28.1 GENERAL**

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

ARTICLE 29 – EFFECT OF THE TRAIN BLOCKING ENTRANCE AND EXIT OF THE KAW POINT FACILITIES.

It is understood by the above parties that the following provisions shall apply in circumstances in which a train blocks the employee's entrance or exit from the Kaw Point facilities:

- 1) If a train prevents employees from entering the facilities at the start of their shift, no discipline under Article 11, Section 11.9 Tardiness/failure to punch timecard will be issued to such employees
- 2) If a train blocks an employee's entrance to the facilities at the end of their shift for fifteen (15) minutes or less, such employee will not be eligible for overtime compensation.
- 3) If a train blocks an employee's entrance to the facilities at the end of their shift for more than fifteen (15) minutes, such employee will be eligible for overtime compensation for the total time delayed.
- 4) All time clocks will be set to the accurate Central Standard Time.

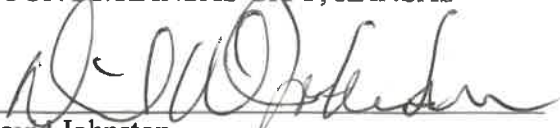
ARTICLE 30 – DURATION

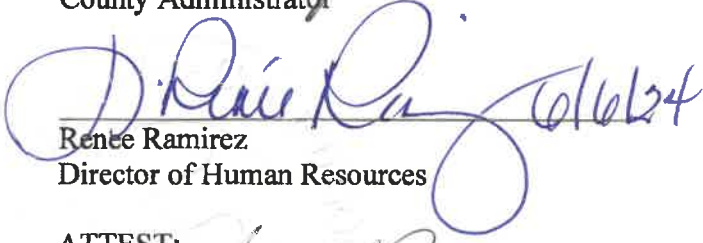
This Agreement shall become effective on January 1, 2024, and shall terminate at the close of business on December 31, 2026. This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2026, and unless written notice is given at least ninety (90) days prior to the expiration of the agreement by either party requesting a change or termination of the same, then shall automatically continue in effect from year to year until such notice is given at least ninety (90) days prior to the expiration of any year thereafter.

2024 Pay Scale 3%		CST	UCS	OP	Lab Tech	I/E Helper	Maintenance Electrician	Inst Tech	Custodian Helper	Storekeeper
UMM										
I	\$ 23.80	\$ 23.80	\$ 25.46	\$ 24.52	\$ 29.00	\$ 28.41	\$ 34.25	\$ 34.55	\$ 20.76	\$ 24.38
II	\$ 25.47	\$ 25.14	\$ 26.62	\$ 28.41						
III	\$ 30.02	\$ 28.83	\$ 29.51	\$ 32.29						
2025 Pay Scale 3%		CST	UCS	OP	Lab Tech	I/E Helper	Maintenance Electrician	Inst Tech	Custodian Helper	Storekeeper
UMM										
I	\$ 24.51	\$ 24.51	\$ 26.22	\$ 25.26	\$ 29.87	\$ 29.26	\$ 35.28	\$ 35.59	\$ 21.38	\$ 25.11
II	\$ 26.23	\$ 25.89	\$ 27.42	\$ 29.26						
III	\$ 30.92	\$ 29.69	\$ 30.40	\$ 33.26						
2026 Pay Scale 3%		CST	UCS	OP	Lab Tech	I/E Helper	Maintenance Electrician	Inst Tech	Custodian Helper	Storekeeper
UMM										
I	\$ 25.25	\$ 25.25	\$ 27.01	\$ 26.02	\$ 30.77	\$ 30.14	\$ 36.34	\$ 36.66	\$ 22.02	\$ 25.86
II	\$ 27.02	\$ 26.67	\$ 28.24	\$ 30.14						
III	\$ 31.85	\$ 30.58	\$ 31.31	\$ 34.26						

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

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS



David Johnston
County Administrator


Renee Ramirez
Director of Human Resources

ATTEST:



Unified Government Clerk (Interim)

Approved as to form:


Angela Lawson, Acting Chief Counsel
Wendy Green, Deputy

INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS, LOCAL #53


Benjamin Bush
Business Manager


Allen Dixon
Business Representative