

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
JACKSON COUNTY, MISSOURI
AND
THE GREATER KANSAS CITY BUILDING AND
TRADES COUNCIL**

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter "AGREEMENT") has been collectively bargained and shall be effective on the 1st day of _____ between the County of Jackson County, Missouri, (hereinafter the "Employer") and the Greater Kansas City Building and Trades Council (hereinafter "the Union").

The provisions of this Agreement shall apply to all employees regardless of age, disability, race, color, religion, sex, national origin or creed or sexual orientation.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees and the Union. Additionally, the parties to this Agreement are committed to advancing and practicing the highest of ethical standards as embodied by the Rules of Professional Conduct adopted by the profession.

The parties recognize that the best interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and Union encourage, to the fullest degree, friendly and cooperative relations between respective representatives at all levels and among all employees.

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

INTENT AND PURPOSE

This Collective Bargaining Agreement Collective Bargaining Agreement is entered into this day _____, by and between Jackson County, Missouri, the "Employer," and the Greater Kansas City Building and Trades Council, "the Union," for the purpose of establishing salaries, rates of wages, hours of work, working conditions and procedures for the settlement of differences as these matters relate to those Jackson County, Missouri Employees represented by the Union, as more specifically defined hereinafter.

ARTICLE 2

RECOGNITION

Section 1: The Employer agrees to recognize the Greater Kansas City Building and Trades Council as the sole and exclusive bargaining agent for Jackson County Employees in the Departments of Public Works, Corrections and Parks + Rec, or other departments as the Employees are assigned, who are presently members of or are represented by one of the following unions and perform work falling within the jurisdictions and job descriptions of the following craft unions: (1) Mid-America Carpenter's Regional Counsel, excluding those members of the Mid-America Carpenter's Regional Counsel in the Prosecuting Attorney's Office governed under a separate Collective Bargaining Agreement of Understanding or Collective Bargaining Agreement; (2) International Brotherhood of Electrical Workers, local Union No. 124; (3) Painters and Allied Trades District Council No. 3; (4) Plumbers Local Union No. 8; and (5) International Union of Operating Engineers, Local Union No. 101.

ARTICLE 3

EMPLOYER'S RESPONSIBILITY

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

Section 2: In accordance with the Jackson County Personnel Rules, the Employer shall have the right to hire, promote, lay off, assign, transfer, discharge, and discipline for just cause, as set forth in the Personnel Rules and to maintain the discipline and efficiency of its Employees. In addition, the Employer shall have the right to direct the workforce and determine work assignments, subject to article 5, section 3 of this Collective Bargaining Agreement Collective Bargaining Agreement To the extent practical, Employer shall give prior notification of any amendment to the rules and regulations governing these matters to the Union.

Section 3: Employer shall notify Union in writing at least five {5} days in advance of any hiring of additional employees covered by this Collective Bargaining Agreement Collective Bargaining Agreement

Section 4: In accordance with the Jackson County Personnel Rules, if the Employer requires an employee to use his vehicle for County purposes, then the Employer agrees employee to use his vehicle for County purposes then the Employer agrees to pay the employee per mile the current rate as applicable as per the Internal Revenue Service (IRS), updated annually by the Finance Director for this use.

ARTICLE 4 (A)

WAGES AND BENEFITS

Employer agrees that, during the term of this Collective Bargaining Agreement, it will provide to those Employees covered by this Collective Bargaining Agreement any and all wage increases, or other increased benefits not specifically excluded by this Collective Bargaining Agreement as may from time to time be granted to all other County employees employed under the Merit System. Wages shall be paid as set forth herein. However, in the event the County's adopted budget does not include countywide employee wage increases for any fiscal year, the wages for the trades will not be adjusted for that fiscal year as set forth in Article 4 (B). In the event that the County adopted budget includes a countywide employee merit increase, cost of living adjustment, flat amount, or any other form of countywide employee compensation increase per employee, the wages shall be adjusted for the trades as set forth in Article 4 (B).

The Employer shall pay each Employee working under this Collective Bargaining Agreement in the Employer's Public Works Department an annual clothing/shoe/boot allowance in the amount of \$400. For Employees in the Employer's Parks+ Rec Department, this annual allowance shall be in the amount of \$200. *in* view of the department's regular issuance of wearing apparel, including outerwear, under its department standard operating procedure.

ARTICLE 4 (B)

CARPENTERS, PAINTERS, ELECTRICIANS, AND PLUMBERS WAGE AND BENEFITS

The following provisions shall be applicable to employees covered by this Collective Bargaining Agreement who are members of the following labor unions: Mid-America Carpenter's Regional Counsel; District Council No. 3 Painters and Allied Trades; District Council No. 3; International Brotherhood of Electrical Workers Union No. 124; and Plumbers Local Union No. 8.

Section 1: All members of the aforesaid labor unions hired as permanent employees who are qualified journeyman in their respective trade shall be paid at least the following rates:

Carpenters	\$35.16 / hour
Plumbers	\$42.02 / hour
Painters	\$27.15 / hour
Electricians	\$36.80 / hour

or 85% of the applicable construction scale rate as of January 1 of any year under this Collective Bargaining Agreement, whichever rate is higher, in compliance with Article 4 (A).

A journeyman shall be a person who possesses the skills specified and who falls within the definition for a journey of the respective trades as set forth in the U.S. Department of Labor of Occupational Titles.

Section 2:

In addition to the hourly wage rates provided above, there shall be paid an hourly fringe benefit in accordance with the following schedule for health and pension benefits, and payable as provided by the respective construction agreements for the Greater Kansas City Area. For the purpose of this Collective Bargaining Agreement, the "construction agreements" herein referred to shall mean: As to the Mid-America Carpenter's Regional Counsel and District No. 3 Painters and Allied Trades, the contract between those unions and the Builders Association of Kansas City; and as to Plumbers Local Union No. 8, the contract between that Union and the Greater Kansas City Mechanical Contractors Association, and as to the Electricians Local No. 124, the contract between that union and the National Electrical Contractors Association Kansas City, Missouri Chapter:

Carpenters \$20.60 / hour

Painters \$17.21/ hour

Plumbers \$23.19 / hour

Electricians \$18.99 / hour

In the event fringe benefit rates, as established for the respective labor union members under any construction agreement as defined above, shall change, the respective union shall send Employer a written statement of such change and the effective date thereof, with verification and thereupon, Employer will make the appropriate adjustment to fringe benefits as is practical and upon certification of available funds by the Director of Finance, to be effective January 1 of the following year.

Electricians shall receive an additional pension payment into the National Electrical Benefit Fund (NEBF) for pension in an amount equal to 3% of the gross monthly payroll accrued by the Electricians in the bargain unit.

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF, on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 3: Employer agrees that members of these respective unions employed temporary employees shall be paid in accordance with the current prevailing wage rates for that trade. For the purposes of this Collective Bargaining Agreement, temporary employees are those Employees who are employed for a future specified limited period of time not to exceed six calendar months. It is agreed that such temporary employees shall not be guaranteed forty hours of work each week nor shall they be eligible for any other County benefits, including pay for holidays as provided in Article 9 herein.

- Section 4: Painters shall not be required to operate spray painting equipment for longer than six hours in one day, exclusive of setup, preparation, and clean-up time. Employer shall furnish all safety equipment necessary for spray painting work.
- Section 5: Any Employee covered by this article may participate in any Jackson County medical insurance plan unless payment is made to a union health plan or payment, in lieu of payment for such benefits, is made to the Employee.
- Section 6: Employer agrees that any lead shall be paid \$2.00 per hour above the current journeyman rate, set out in section 1 above, as compensation for supervisory duties.
- Section 7: Members of the District Council 3 of the International Union of Painters and Allied trades that work under the Maintenance Agreement for Jackson County participate in the Safety Training Awards Recognition (STAR) Program. The contribution rate into the program is \$0.10 cents per hour worked and includes all hours that are paid time off. The \$0.10 cents per hour is to be paid by the Employer in addition to the hourly pay of each Employee to cover the cost of the STAR program.

ARTICLE 4 (C)

OPERATING ENGINEERS

- Section 1: All Employees covered by this article who are licensed operating engineers and perform traditional operating engineer functions shall be paid \$30.94 per hour to be increased by the percentage set forth in section 2 below annually. Newly hired operating engineers shall be licensed operating engineers who possess all required certifications and/or licenses that are applicable to the County buildings to which they are or could be assigned. The Employer does not intend to hire operating engineers who are not licensed operating engineers, but if it does, the minimum hourly wage rate for non-licensed operating engineers shall be 80% of the current journeyman wage rate per hour set out in this section for the first year of employment and 90% of the current journeyman wage rate per hour after one year of employment. Any non-licensed operating engineer who fails to obtain an operating engineer's license within forty-two months of initial employment shall be subject to discharge
- Section 2: For the duration of this Collective Bargaining Agreement the annual wage increase for Operating Engineers will be the combined average dollar increase of the other four trades listed in article 4 (B). This increase will be applied to the hourly rate for each Operating Engineer to calculate the new hourly rate annually.

Section 3: The Employer may designate a lead or chief operating engineer. The Employer agrees that, if it chooses to so designate, any lead or chief engineer shall be paid \$2.00 per hour above the current journeyman rate, set out in section 1 above, as compensation for supervisory duties.

Section 4: The employer shall, at the option of the Employee, pay into the International Union of Operating Engineers Pension Plan (Union Central Pension Fund) \$13.52 per hour for each Employee who elects to be a member of the union pension plan. New Employees must elect to become a member of the union pension plan. Otherwise, any such new Employee shall be automatically a member of the County pension plan. Employees cannot be a part of the County pension plan and a non-County pension plan and must elect one or the other.

Contributions to the plan will increase \$1.00 per year throughout the agreement.

Section 5: In the event that the Employer determines to add any additional shifts for operating Engineers during the term of the Collective Bargaining Agreement, Employer will meet and confer with the Union as to how assignments to any such shifts will be made. The Employer retains the final right to make such shift assignments pursuant to Article 3, Section 2 of this Collective Bargaining Agreement

ARTICLE 5

HIRING PROCESS, LEAD POSITIONS, & WORK ASSIGNMENTS

Section 1: In the event there is a vacancy in a position, and the Employer intends to fill the position, the Employer will contact the respective Union and request a minimum of three (3) candidates for interview. The Employer reserves the right to accept or reject all candidates and request additional candidates for interview if necessary. The Unions will provide a good faith effort in providing diverse candidates and an open solicitation to all members of any open positions for the Employer. The Employer agrees to not go outside of this process unless otherwise agreed to by both parties.

Section 2: The Employer intends to maintain lead positions, a minimum of one in the Department of Public Works/ Facility Management and a minimum of one in the Parks+ Rec Department for the positions covered by the Collective Bargaining Agreement. The Employer will select Employees to serve as leads from the existing positions through an application process. Leads will be compensated according to the provisions herein in article 4 (B), section 7 and article 4 (C), section 3 as applicable. Leads will be working supervisors in addition to acting as frontline foremen with input to management regarding work assignments, employee work performance, and disciplinary matters. The Employer reserves the right to further define the

lead positions' roles, assign leads according to Department policies and to reassign lead status, as necessary, due to staffing conditions.

Lead building trade foreman positions will attend meetings related to maintenance in their respective departments of Public Works and Parks+ Rec. to discuss general maintenance plans, issues, etc., and to provide input as to whether current and/or planned projects can be handled by the County's union craft personnel or if utilization of an outside contractor is needed. The departmental meetings will be regularly scheduled at a time that the lead foreman can be available to participate if at all practicable. At the discretion of the Employer, the foreman may receive work orders for tradesmen, make assignments of work to appropriate craft personnel working with the supervisor, and be responsible to assure that all such work is completed in a timely, quality, and craftsman-like manner. The foreman will provide input into the annual performance evaluations and disciplinary actions of tradesmen, if needed. The foreman can request non-tradesmen assistance from the supervisor as needed or appropriate.

Section 3: The Employer will make every attempt to assign work to the appropriate tradesmen. It is not the intention of the Employer to assign non-tradesmen to perform the duties of skilled tradesmen. In emergency situations, when a repair must be performed in order to protect the health and safety of the public or workforce, the Employer will take all necessary steps to remove the hazard. A follow-up of the emergency will be made by the appropriate lead foreman and, if necessary, the appropriate craftsmen to ensure the health and safety of all.

ARTICLE 6

HOURS OF WORK

Section 1: Each Employee shall be assigned by the Employer to a shift consisting of eight hours of hours of work each day, forty hours per week. No Employee shall be denied the opportunity to work a forty-hour week solely for the Employer's convenience. These hours are to be worked Monday through Friday, unless otherwise permanently designated by Employer for the particular job. Part-time Employees may be hired who need not be assigned eight hours each day or forty hours each week. If overtime work is necessary, Employer will attempt to distribute it equally among those Employees within the classification and working unit or group who are qualified to do the work. Payment for overtime work shall be governed by Rules of the Jackson County Personnel Rules, except as otherwise provided herein.

Section 2: If Employees work on Sunday outside their regularly scheduled hours and days, they shall be paid double time for such work if such work constitutes overtime as defined in this article.

- Section 3: If an employee is required to work because of a scheduled outage, or emergency call in, outside his regular scheduled working hours, he shall be paid for four (4) hours at the straight-time rate of pay or time and one-half for all hours worked (double time on Sunday if non-scheduled), whichever is greater. It is further provided, however, if the Employee is called in immediately prior to the start of his regular shift, he shall be entitled only to time and one-half for hours worked prior to his shift. If the Employee is called in after 2:00 a.m., the Employee shall have the option of continuing the work shift at the applicable rate of pay as long as he does not work over the maximum of twelve (12) hours.
- Section 4: If Employees are required to work on a County designated holiday, or days observed as such, they shall be paid at the Employee's election, double the Employee's current hourly rate pay for such work, or compensatory time credit at double the hours the Employee works during a holiday. There shall be no pyramiding of overtime.
- Section 5: Employer shall not schedule a shift to begin or end between the hours of 12:01 a.m. and 5:59 a.m. Employer shall notify each Employee in writing of any change in shift.

ARTICLE 7

DUES CHECK OFF

- Section 1: Employer shall deduct from the pay of each Employee who elects membership in a union such initiation fees and monthly dues as are due the Union from its members. These deductions shall be made on the first day of each month and shall be remitted to the Union within ten days thereafter along with a list of Employees' names and the amount deducted for each.

ARTICLE 8

GRIEVANCE PROCEDURE

- Section 1: Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union.
- Section 2: The following Grievance Procedure shall be followed in resolving disputes involving termination or suspension of more than 4 days

Step One: A grievance shall be submitted in writing within thirty (30) calendar days of the occurrence to the Appropriate departmental supervisor. The grievance must provide a brief summary of the matter grieved and the remedy sought. Within ten (10) calendar days of the filing of the grievance a union representative and designated county representative shall meet in an effort to resolve the grievance. Where no resolution is met, the County shall provide a written response to the grievance within ten (10) calendar days of the filing of the grievance.

Step Two: In failing to have the dispute resolved in STEP ONE, the Union may, within ten (10) calendar days of the County's written Step 1 denial, submit the grievance, in writing, to the appropriate Division Manager. The Division Manager or his/her designated representative and a Union representative shall meet within ten (10) calendar days of the Step 2 submission in order to review and attempt to resolve the grievance. The County shall offer a written decision within ten (10) calendar days after such meeting. If a resolution is reached at Step 2, it will be reduced to writing and signed by both parties.
If the parties cannot agree, the dispute may then be referred by the Union to arbitration as provided for in this Article. The Union may request arbitration by giving the Employer written notice within fourteen (14) calendar days of receipt of the written denial of the grievance at Step 2.

Section 3. Arbitration shall be by an arbitrator selected from a panel supplied by the Federal Mediation and Conciliation Service (FMCS) (or an equivalent service if FMCS is unavailable). The arbitrator's decision shall be final and binding upon both parties. The Union shall request a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators ("NAA"). The Employer shall have the first strike and the parties shall then alternate striking arbitrator names until one is chosen. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party-incurring them. The arbitrator will issue a decision with any award in writing.

Section 4. The jurisdiction and authority of the arbitrator shall be governed by the following:

- (a) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as are necessary to enable him or her to act effectively. The arbitrator shall observe the rules of evidence.
- (b) The arbitrator shall have no power to add to, subtract from, or modify any terms of the Collective Bargaining Agreement

- (c) In the resolution of disputes between the parties of this Collective Bargaining Agreement, the arbitrator shall give no weight or consideration to any matter except the specific language of this Collective Bargaining Agreement and the facts and evidence presented by the parties in the presence of each other.
- (d) The arbitrator shall have no authority to substitute his or her judgement for that of the management of the County, nor shall they have authority to usurp, distract from, modify, or exercise any management right of the County.

- Section 5. A Bargaining Unit member shall not be paid for the time spent attending arbitration proceedings unless they are a party or a witness.
- Section 6. Any awards of back pay by the arbitrator shall be limited to the amount of wages the employee would otherwise have earned from employment with the County during the period involved less other compensation for personal services that such employee may have received from any source during that period.
- Section 7. Either party shall have the right to file an action in the 16th Circuit court of Jackson County to set aside an arbitration award in accordance with applicable law.

ARTICLE 9

VACATION & HOLIDAYS

Employees shall be entitled to the same vacation as other County employees working under the County Personnel Rules and Code.

Full time Employees covered by this Collective Bargaining Agreement shall receive a regular's day pay for each holiday established from time to time by the Employer for its other employees. Should one of the established holidays fall within an Employee's vacation, that day will not be counted as a day of vacation.

No work shall be scheduled to be performed on Labor Day. Employees are subject to being called in on Labor Day, as on other County holidays, to respond to Emergency situations.

ARTICLE 10

FUNERAL LEAVE

daughter, stepchild, father, mother, sister, half-sister, sister-in-law, brother, half-brother, brother-in-law, mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, stepparents, grandchildren, or any other person if he/she resided permanently with the employee. At the request of the Employee and with the approval of Employer, these days may be non-consecutive, but these days must be used within thirty days of the death of the member of the immediate family.

ARTICLE 11
JURY DUTY PAY

Section 1: A full-time Employee, as defined by the Jackson County Personnel Rules, selected for jury duty, shall have an authorized leave for the duration of his jury service. Normal wages shall be paid for the period of jury duty provided the Employee shall endorse and deliver to Employer the warrant or check received for such jury duty. The Employee shall be entitled to retain any sum paid as mileage for jury duty.

ARTICLE 12
TIME OFF FOR ELECTIONS

Section 1: In accordance with state law and Rule 9.18 of the Jackson County Personnel Rules, sufficient time off to vote in County, State, and National elections will be granted.

ARTICLE 13
BULLETIN BOARDS

Section 1: Employer shall furnish a union bulletin board for the purpose of posting notices.

ARTICLE 14
PAY PERIODS

Section 1: All Employees covered by this Collective Bargaining Agreement shall be paid on the same dates as other County Employees.

ARTICLE 15
SICK LEAVE

Section 1: Sick leave benefits effective under the Jackson County Personnel Rules for County employees shall apply to all Employees covered by this Collective Bargaining Agreement.

ARTICLE 16

UNION STEWARDS & UNION REPRESENTATIVES

- Section 1: Employer recognizes the right of the Union to designate job stewards and alternates from Employer's seniority list. Union shall advise the Employer of their appointment. The authority of job stewards and alternates shall be limited to:
- (a) The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement;
 - (b) The collection of dues outside working hours; and
 - (c) The transmission of information from a local union or its officers; provided such information (i) has been reduced in writing or (ii) if not reduced to writing, is of a routine nature and does not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business. Any disputes as to whether or not such activities have been performed so as to unreasonably conflict with the steward's work duties shall be submitted to the grievance procedure herein.
- Section 2: In the event the job steward or his alternate takes unauthorized strike action or attempts to direct the work force in any manner, Employer shall have the right to discipline or discharge such steward, with recourse to the grievance procedure herein only on the question of whether he took the unauthorized strike action or attempted to direct the work force.
- Section 3: In the event a Union representative would like to visit an Employee worksite, the representative will, as a courtesy, contact the Department Director or his/her designee prior to arrival. In no way should visits to the work site impede work progress on the part of the Employee during working hours.

ARTICLE 17

SENIORITY, LAY OFF, RECALL, AND TRANSFER

- Section 1: Any new Employee covered by this Agreement shall be regarded as a probationary employee for seniority purposes until the Employee has actually worked thirty (30) days for the Employer, provided that Employer, at its sole discretion, may, after notice to Union and the employee involved, extend the probationary period for an additional fifteen (15) days. Upon satisfactory completion of the probationary period provided above, an Employee covered by this Collective Bargaining Agreement shall be placed on the seniority list. The Employee's seniority shall be from his latest date of hiring by the Employer. In all other respects, the provisions of the Jackson County Personnel Rules and Code regarding probationary employment status shall apply.

Section 2: If Employer has Employees in excess of its budget or in excess of the needs of a department and determines that a lay-off is necessary, it shall determine the Employees to be laid off. In making this determination, factors to be considered include qualifications needed for the work to be assigned, performance evaluations and work record. Seniority shall be considered only if these factors are equal.

Employer shall submit to its Director of Human Resources a written statement of any lay-off action including names of the Employees laid off and the reason for lay-off.

Section 3: Seniority shall be considered, to the extent practical, concerning the selection of vacation periods.

ARTICLE 18

PENSION

Section 1. The parties recognize that Employer has a pension plan for its employees. Employer shall continue its efforts to fund properly such plan. Employees covered under this Collective Bargaining Agreement are included within its provision unless otherwise provided herein and shall be provided a copy of the plan as printed. This does not include those Employees who are not participating in said plan by virtue of this Collective Bargaining Agreement

ARTICLE 19

DISCRIMINATION

Section 1: Employer and Union agree that there shall be no discrimination for or against any Employee or applicant for employment because of race, color, creed, sex, age, handicap, national origin or ancestry or because of Union activity or lack thereof.

Section 2: Employer and Union are committed to equal employment opportunity for racial minorities, women, and other employment-disadvantaged persons. This commitment shall be supported by positive and joint efforts to establish and implement an affirmative action plan designed to prevent discriminatory employment and promotion practices and to ensure that employment opportunities are distributed within the workforce consistent with this policy.

ARTICLE 20

STRIKE AND LOCKOUTS

Section 1: There shall be no stoppages of work either by strike or lockout because of pay disputes or matters relating to this Collective Bargaining Agreement. This clause shall not be considered to be in derogation of Employer's rights as they exist at the time of execution of this Collective Bargaining Agreement.

ARTICLE 21

APPRENTICESHIP PROGRAM & TEMPORARY EMPLOYMENT

Section 1: In the event that Employer determines to implement an apprenticeship program during the term of the Collective Bargaining Agreement, Employer will meet with the Union to confer regarding the program's terms and conditions.

Section 2: In as much as the Employer may, from time to time during the term of the Collective Bargaining Agreement, choose to undertake the self-performance of maintenance and/or construction projects which warrant the temporary employment of additional building and/or construction craft personnel, it is hereby agreed that in such an event the Employer can, and will, obtain any and all such building and/or construction craft employees through the offices of the appropriate trade union (either an affiliate of the Greater Kansas City Building & Trades Council or other trade union designated herein).

The terms of employment of any and all such temporary employees will be those specific in the respective collective bargaining agreement(s) then in effect between the appropriate trade union(s) and area construction industry employers. In such event, the Employer agrees to execute those documents necessary to specifically bind itself to those agreements and to make fringe benefit contributions on behalf of covered employees.

ARTICLE 22

DRUG TESTING

Section 1: In support of the Employer's effort to promote a drug and alcohol-free workplace, the Employer, after discussions with the Unions, shall have the right to institute a random drug testing program designed to detect the presence of prohibited drugs in any person selected through the random selection process. Refusal to submit to a drug test will be grounds for discipline, including and up to termination.

ARTICLE 23
LABOR MANAGEMENT COMMITTEE

Section 1:

Section 1.

A labor management committee will be established to discuss issues that affect the work. An equal number of management and labor representatives will be on the committee, with an additional member to be secretary. The committee will meet quarterly and will prepare an agenda at least a week in advance. Minutes from these meetings will be kept and made available to all employees.

ARTICLE 24

REOPENER

This Collective Bargaining Agreement shall be subject to being reopened for further negotiations in the second through fifth years of the Collective Bargaining Agreement regarding general and entry level wages and benefits upon notice by either party to the other of a desire for such negotiations on or before September ____, or September 1 of each year thereafter.

ARTICLE 25

UNION SECURITY

Union Security - It shall be a condition of employment that all employees of the Employer covered by this Agreement on the effective date shall be members in good standing, and those who are not members shall, not later than the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the Employer upon written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain Union membership in good standing by failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The Employer shall not be required to discharge any employee for noncompliance with this article until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Employer and hold the Employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this section, and in the event that any clause of this Section should be determined to be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is so determined, and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 26

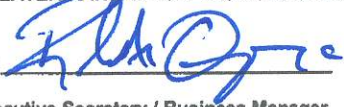
TERM OF COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement shall be effective as of the date of its execution, and shall remain in force until the 31st day of December, 2028, and it shall remain in force from year to year thereafter unless either party shall notify the other at least sixty (60) days prior to the above-specified date or the expiration succeeding year thereafter, of a desire to negotiate a new Collective Bargaining Agreement

EMPLOYER
JACKSON COUNTY, MISSOURI COUNCIL

By: _____
Phillip LeVota
County Executive

UNION
GREATER KANSAS CITY BUILDING & TRADES

By: 
Executive Secretary / Business Manager

MID-AMERICA CARPENTER'S REGIONAL COUNSEL

By: 
Representative of Mid-America Carpenter's Regional Counsel

APPROVED AS TO FORM

By: _____
County Counselor

ATTEST:

By: _____
Clerk of the County Legislature

