

MEMORANDUM OF UNDERSTANDING

ARTICLE I

INTENT AND PURPOSE

THIS MEMORANDUM is entered into between JACKSON COUNTY, MISSOURI, the Employer, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1,, 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 said Union as more specifically defined hereinafter.

The Union recognizes that Jackson County, Missouri's primary mission is to determine, establish, maintain, insure and protect the health, safety, and general welfare of the inhabitants of Jackson County, Missouri, in accordance with the Charter as adopted by the citizens of Jackson County, Missouri; that Jackson County, Missouri, is under the general control and management of the County Legislature and County Executive who possess full power and authority to adopt all needful rules and regulations as it may deem necessary for the purpose of fully implementing the County Charter.

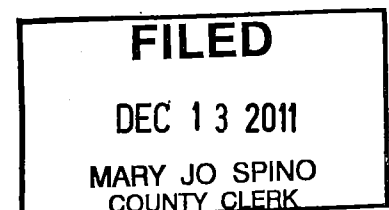
The parties agree that this Memorandum as finally approved shall govern the relationship of the parties, and the parties will cooperate to the fullest extent in working for its proper implementation.

ARTICLE II

RECOGNITION

Section 1. a. The Employer agrees to recognize the Service Employees International Union, Local 1, as the sole and exclusive bargaining representative for the employees listed below. The parties acknowledge that the bargaining unit represented by Union has two components under this Memorandum. Employees who are in the following County departments, sections and offices shall be designated as "expansion" employees:

- i. Public Works of Division of Administration;
- ii. Finance Department of Division of Finance;
- iii. Collection Department of Division of Finance;
- iv. Recorder of Deeds Department of Division of Administration;



v. Assessment Department of Division of Finance.

All other employees in the bargaining unit shall be designated as "incumbent" employees.

b. The Union is recognized by the Employer as the sole and exclusive bargaining representative for employees in the following job titles, including lead and foreman positions therefore which do not meet the definition of "supervisor" as set forth in Article II, Section 3 (a), hereof:

i. employees in the Division of Administration, Department of Public Works (formerly Facilities Management), in the following classifications: Building Services Technician (08159), Building Services Specialist (08155), Corrections Building Repairer (08057), Corrections Lead Building Repairer (08156);

ii. employees of the Division of Administration, Department of Public Works , in the following classifications: Procurement Specialist (00034); Administrative Assistant (03020), Office Coordinator (03206), Highway Maintenance Foreman (07152), Traffic Control Maintenance Foreman (07154), Equipment Operator (08084), Heavy Equipment Operator (08085), Sr. Equipment Operator (08087), Automotive & Equipment Technician (08082), Lead Automotive & Equipment Technician (08089), Building and Grounds Keeper (08010), Traffic Sign Technician (08065), Senior Traffic Sign Technician (08120);

iii. employees in the Division of Administration, Department of Parks and Recreation, in the following classifications: Administrative Assistant (03020), Accounting Analyst (00066), Park Operations Specialist (08063), Museum Interpreter (08023), Program Specialist (08024), Ground Service Specialist (08015), Grower (08016), Natural Resources Biologist (08110), Equipment Operator (08075), Heavy Equipment Operator (08077), Parts Administrator (00037), Automotive & Equipment Technician (08082), Day Habilitation Technician (04085), Recreation Therapist II (04092), Registration Technician (03030), Light Equipment Mechanic (08080), Ranger Dispatcher (01083), Park Lead Person (08105), Park Operations Foreman (08158), Golf Course Irrigation Technician (08150), Golf Course Specialist (08076), Concession Specialist (08101);

iv. employees of the Division of Finance, Department of Finance and Purchasing, in the following classifications: Accounting Clerk (00065), Accounting Analyst (00066); Accounts Payable Coordinator (02207); Clerk (00046); Mail Services Coordinator (01055);

v. employees of the Division of Finance, Department of Collections, in the following classifications: Clerk (00046), Business & Real Estate Specialist (02120), Bankruptcy Technician (02155); Title Specialist (02065);

vi. employees of the Division of Finance, Department of Records in the following classifications: Records Maintenance Technician (00047), Lead Records Representative (00150), Records Representative (00060);

vii. employees of the Division of Finance, Department of Assessment in the following classifications: Clerk (00046), Leasing Clerk (02035), Research/Abstract Clerk (02057), Lead Clerk (00147), Exemption Analyst (02041), Research Analyst (02052), Data Entry Coordinator (02150), Administrative Assistant (03020).

Section 2. Any new job titles added in the County departments, sections and offices set out in subsection (1.) (a) above will also be considered expansion employees within the bargaining unit. All other newly-created job titles in the County departments, sections and offices set out in subsections (1) (b) shall be considered incumbent employees within the bargaining unit. This section only applies to the extent that the newly-created position does not fall under an exclusion in Article II, Section 3.

Section 3. Excluded from recognition are supervisors, managerial employees, confidential employees, professional employees, watchmen/guards and law enforcement officers as herein defined:

a. Supervisor. Any individual having authority, in the interest of Jackson County, Missouri, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances,

b. Managerial Employee. Any individual who formulates, determines, or executes management policies.

c. Confidential Employee. Any individual who as part of his job duties has unrestricted access to confidential personnel files or non-public information concerning the administrative operations of Jackson County, Missouri, or who has functional responsibilities or knowledge in connection with the issues involved in the process of dealing with labor organizations.

d. Professional Employee. Any employee engaged in work predominantly intellectual and varied in character, which involves the exercise of discretion and judgment, and is of such a character that the result accomplished cannot be standardized in relation to any given period of time, and which requires advanced knowledge in a field of science or learning normally acquired by study in an institution of higher learning or is a person performing related work under the supervision of a professional person to qualify himself to become a professional employee.

e. Watchman/Guard. Any individual employed as a guard or watchman to enforce against employees and other persons, rules to protect property of the Employer or to protect the safety of persons on the Employer's premises.

f. Law Enforcement Officer. Any individual who possess the duty and power of arrest for violation of the general criminal law of the state of Missouri or for violation of Jackson County ordinances, who regularly works more than thirty-two hours per week.

## ARTICLE III

### EMPLOYER'S RESPONSIBILITY

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

Section 2. Except as specifically provided herein, the Employer retains the right in accordance with the Jackson County, Missouri, Charter and other applicable laws and regulations to:

- (1) Direct employees in their work.
- (2) Hire, promote, lay off for lack of work or other bona fide reason, assign, transfer, discharge or discipline for just cause, and to maintain discipline for just cause, and to maintain discipline and efficiency of employees, except that Union members shall not be discriminated against as such.
- (3) Maintain the efficiency of the governmental operations entrusted to it.
- (4) Determine the methods, means, classifications, and personnel by which such operations are to be conducted.
- (5) Change existing or introduce new or improved methods, work schedules, facilities and operations.
- (6) Take whatever actions may be appropriate to implement the Charter of Jackson County, Missouri.

Section 3. The Employer may adopt reasonable rules and regulations and amend the same from time to time, and the Employer and the Union will cooperate in the enforcement thereof. The Employer shall give prior notification of such rules and regulations to the Union, and, if requested by the Union, shall meet with the Union to discuss the effects of new rules or regulations on the employees, prior to implementation.

## ARTICLE IV

### WAGES AND BENEFITS

Section 1. Except as otherwise provided in this Memorandum, all employees shall

be paid in accordance with the requirements of the Employer's merit pay plan, and shall be subject to the same hours and conditions of employment as set forth in the merit system personnel rules, provided that, in accordance with the Employer's uniform policy and practice, no employee's compensation in effect on the execution of this Memorandum will be reduced due to implementation of this section.

Section 2. The Employer agrees that during the term of this Memorandum it will provide to those employees covered by the Memorandum any across-the-board wage increases on the same terms as may from time to time be granted to all other County employees employed under the Merit System.

Section 3. Except as provided herein, benefits effective under the County Merit System for County employees generally shall apply to employees covered by this Memorandum.

Section 4. If Employer requires an employee to use his vehicle for County purposes, then the Employer agrees to pay the employee the current rate authorized by the Employer's Manager of the Division of Finance for this use.

Section 5. Each employee in the classifications of Automotive Technician, Lead Automotive Technician, Equipment Maintenance Supervisor and Fleet Maintenance Manager shall be responsible to furnish his or her own hand tools, such as wrenches, screwdrivers and other such hand tools that are required by the Employer for the employee's normal daily work.

Non-probationary Public Works employees in the classifications of Automotive Technician, Lead Automotive Technician, Equipment Maintenance Supervisor and Fleet Maintenance Manager shall be eligible for a tool reimbursement.

The tool reimbursement program will be funded at a per employee rate of \$400.00 per fiscal year. All tools purchased, for this procedure, must be relevant to the job assignments. There is no requirement on the make of tool or where the tool is purchased however, it must accompany a valid receipt. The reimbursement will be available for the entire budgeted year.

Employees are not required to obtain pre-approval to purchase a tool, however if the Fleet Maintenance Manager does not agree that the tool is relevant to the position, reimbursement will be denied. No reimbursement over the yearly maximum will be approved and annual reimbursement amounts may not be accumulated from year to year. The reimbursement is not a taxable benefit and will not include charges for sales tax.

The employee will own the tools purchased by this benefit and will become the sole property of the employee. In the event of a separation of County employment, employee is entitled to all tools purchased under this procedure.

There will no longer be a tool replacement or repair program provided by the County. Each employee will be responsible for replacement cost or damage incurred to their own tools which includes tools previously acquired and future purchases.

Procedure: Each employee in the classifications listed above may purchase up to the pre-determined amount of tools and submit receipts in minimum increments of \$100.00 to the Fleet Maintenance Manager for approval by December 1. If the Fleet Maintenance Manger approves the purchase as relevant, he/she will submit a request for reimbursement to Finance. A check for the approved amount will be issued by the Accounts Payable division of Finance and delivered to the Department. If relevancy of a tool purchase is in question, please obtain prior approval from the Fleet Maintenance Manager before purchase.

The Employer shall be responsible to furnish pneumatic power tools with  $\frac{3}{4}$  inch and larger diameter drives, specialized corded electrical tools and shop equipment. The Employer shall issue rain gear, appropriate gloves, protective clothing and safety equipment pertinent to the performance of the job; and, the employee shall be responsible for the care and possession of such equipment and clothing. An employee shall be required to return items checked out to him or her prior to receipt of final pay check. The Employer shall provide cold or iced drinking water as necessary, and shall provide separate containers for individuals when necessary.

Section 6. Employees shall receive a copy of performance reviews and be given the opportunity to submit comments thereon for their personnel files.

Section 7. The Employer will give at least two (2) week's advance notice of any layoff or the Employer shall pay to the extent that such notice is not given an amount equivalent to the regular wages which would have been paid if the full 2 weeks notice would have been given where practical to do so. In the event of a layoff, employees governed by this agreement shall be afforded, shall give one (1) week's notice of any general change in work schedules to the employees involved.

Section 8. Any job opening within the bargaining unit shall be posted solely within the bargaining unit, for a period of at least five (5) days prior to its general posting. The posting shall include work hours and minimum qualifications. If any member of the bargaining unit applies for the job opening within the period of the bargaining unit posting, the Employer shall examine such applicants to determine if any applicant meets the minimum qualifications. If any applicants do meet the minimum qualifications, the Employer shall then appoint the best qualified bargaining unit applicant. Seniority shall govern only as set out in section 10 of this Article. Only if no bargaining unit member who meets the minimum qualifications applies for the job during the initial posting period may the Employer post the open position generally. Once the position is posted generally, this section shall have no force or effect. A bargaining unit member who is hired into a new position pursuant to this section shall serve a probationary period as set out in section 10 of this Article.

Section 9. In the event of a lay-off, seniority will govern where other factors, including qualifications, performance evaluation, and work record are equal. Employees will be eligible for recall in inverse order of their lay-offs. Seniority will be broken after one (1) year. Laid off employees must advise the Employer in writing on forms furnished by the employer of their interest in being recalled or not recalled, and provide to the Employer an updated address and telephone number where they can be reached if they wish to be recalled. Otherwise, they shall be deemed to have had no interest. Recalled employees shall be required to report to work within two (2) weeks after notice is mailed and failure to return will result in loss of seniority.

Section 10. If an employee is promoted to a higher classification, he shall serve a three-month probationary period. Seniority for promotions will govern where other factors including qualifications, past performance and work record are equal. If the Employer determines that the employee is unable to adequately perform the duties of the position, the employee shall be returned to his former position, or an equivalent position, at the previous salary level. Employees shall receive a 5% wage increase or the minimum rate of pay for their new grade, whichever is higher.

Section 11. It is the practice of the Employer on out of class work to normally work employees for a period of 6 days or more on a consecutive basis. Employees who temporarily work out of class for a period of more than six (6) consecutive work days in a higher classification shall receive the minimum rate of pay for such work or their regular rate of pay plus 5%, whichever is higher. To be out of class work, the employee must have been assigned to 75% or more of the job's functions.

Section 12. County employees shall be able to apply for new jobs with the County by mail and update an application by phone. The County shall make available to employees job applications at the Downtown Courthouse or through the offices of the Directors of departments not located at the Downtown Courthouse.

Section 13. The Employer will ensure that a newly hired employee in a classification shall be paid an entry wage not more than that of any other employee in the same classification and department, who has worked two or more years in that classification and department.

Section 14. If a new job classification is established by the Employer and if the new job classification is to be included in the bargaining unit pursuant to section 2, Article II hereof, the Employer shall offer the new job to the most senior employee within the affected department who meets the job classification's minimum qualifications or would be able to meet the minimum qualifications with available in-house training offered by the Employer.

## ARTICLE V

### HOURS OF WORK

Section 1. If the Employer becomes aware in advance that overtime work is necessary, such that the Employer has an adequate opportunity to schedule that work, the Employer will first offer that work to the most senior employee(s) within the classification and working unit or group who is/are qualified to do the work. The Employer will attempt to distribute all other overtime work equally among those employees within the classification and working unit or group who are qualified to do the work. With prior approval employees shall be entitled to overtime after having been a duty over forty hours in one work week. Employees who are held over beyond their regular shift shall be entitled to overtime pay for hours worked after their regular shift, provided that employees who are absent during the work week due to unscheduled vacation, illness, injury or personal reasons (other than an on the job injury or an illness or injury which requires hospitalization) shall not be entitled to such overtime pay unless the employee works under emergency conditions twelve consecutive hours or more.

Section 2. If employees work on Sunday outside their regularly scheduled hours and days, they will be paid double time for such work.

Section 3. If an employee is called in to work outside his regular scheduled working hours he shall be paid for four (4) hours at straight time rates 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 less than four (4) hours 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.

There shall be no pyramiding of overtime.

Section 4. During daylight savings time, upon the request of the union steward or union representative, employees on certain projects or crews within the Parks & Recreation and Public Works Departments shall begin and end their shift one hour earlier, with approval by the appropriate supervisor.

Section 5. If an appointing authority for the Employer determines that, due to inclement weather, he has employees in excess of the needs of his department on any given day, he may, in his sole discretion, offer to any employee, within one-half hour of that employee's reporting to work, the option of leaving work for the day, with four hours' pay.



ARTICLE VI

UNION SECURITY

Section 1. Upon specific written authorization from any employee covered by this Memorandum, the Employer will deduct from the pay of each employee such initiation fees and monthly dues or service and representation fee as are authorized by the employee. These deductions shall be remitted by the 10th day of each following month, along with a list of the names of each such employee and the amount deducted and remitted for each. These deductions for Union members shall be made only when levied pursuant to the Union's constitution and by-laws and the Union has certified same in writing to Employer.

Section 2. Effective upon the Union making a showing satisfactory to Employer that a majority of the members of the bargaining unit are members of the Union, each member of the bargaining unit shall be required as a condition of continued employment to become a member of the Union, or to pay a service and representative fee in the same manner as Union dues specified in section 1.

Section 3. The service and representation fee provided for in section 2 shall be a percentage of the amount paid by members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of collective bargaining, contract administration, and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Union's political and fraternal activities unrelated to collective bargaining or contract administration.

Section 4. The written authorization form described in Section 1, above shall be as follows:

DUES OR SERVICE AND REPRESENTATION  
FEE DEDUCTION AUTHORIZATION

I hereby voluntarily authorize my employer to deduct my initiation fee and my regular monthly Union dues uniformly required as a condition of membership as established from time to time in accordance with the by-laws of Service Employees International Union, Local 1 from wages due me each calendar month in advance. If I am not a member of the Union, I authorize my employer to deduct a service and representative fee in the amount of \$\_\_\_\_\_ per month, in advance, from wages due me each calendar month. Such monies so deducted are to be forwarded promptly to said Union.

This authorization shall become operative under the terms of a collective bargaining agreement between the Employer and the Union.

This authorization shall be irrevocable for a period of one (1) year, or until the termination of said collective bargaining agreement between the Employer and the Union,

which ever occurs sooner; and shall be irrevocable for succeeding periods of one (1) year each or for the period of such succeeding applicable collective bargaining agreement between the Employer and the Union, whichever may be shorter.

Section 5. The Employer shall on an as-requested basis provide the Union with the names and locations of all new employees in this representation unit so that the Union representative may contact the employees to inform them about the Union and this Memorandum.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute, a complaint or a difference of opinion between the Employer and the Union or an employee or group of employees covered by this Memorandum with respect to the meaning and application of, or a complaint or decision under, the terms of this Memorandum, and any grievance shall be settled in accordance with the following procedure which shall be exclusive, but this is not intended to preclude discussions between the Employer and Union on any subject covered by this Memorandum.

Section 2. A sincere effort will be made by the Employer and the Union to resolve grievances, disputes, and complaints within ten working days after they arise.

Section 3. Grievances, disputes, and complaints not resolved as provided in Section 2, may be pursued through the appeal procedure as provided in the Merit System Ordinance, where appropriate, or they may be submitted to arbitration, at the election of an employee or the Union; provided such election must be made within ten working days provided in Section 2, and no employee shall be entitled to seek relief through both the Merit System and arbitration. The election made by the employee or the Union to proceed under the Merit System Ordinance or through arbitration shall be irrevocable and shall extinguish the right to proceed under the method not chosen at the time of the election. The decision of the Merit System Commission may be appealed only through judicial review as provided by statute and not through arbitration provided herein.

Section 4. When arbitration has been elected pursuant to Article VII section 3, the following procedures shall apply:

- (a) In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the employee's only administrative remedy will be to seek a hearing before the Merit System Commission.
- (b) In disciplinary cases involving suspension of more than 4 days, demotion, or termination, the grievant shall have the option of selecting arbitration or a

hearing before the Merit System Commission, but not both, and provided that the option of proceeding before the Merit System Commission was preserved by the employee filing a notice of appeal with the Commission within ten (10) days after the employee receives notice of the discipline taken as defined in the County's Personnel Rules. Should the employee elect arbitration, the employee will agree to withdrawal their Merit Commission appeal. Grievances regarding disciplinary grievances involving suspensions of 4 days or more in which the grievant chooses to proceed to arbitration shall be process to arbitration as outlined below:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) business days following the decision of Step 4-above. The notice shall set forth the articles or sections of this Memorandum, which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) business days, the grievance shall be deemed abandoned.
- (2) Within fifteen (15) business days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or an alternative arbitration service agreed to mutually by the parties, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- (3) Bargaining unit members shall not be paid for the time spent in attending arbitration proceedings other than as a witness.
- (4) The jurisdiction and authority of the arbitrator shall be bound 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 orders as are necessary to enable him/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 of the terms of this Memorandum.
  - (c) In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him/her by the parties in the presence of each other with consideration

to applicable law.

- (d) The arbitrator shall have no authority to substitute his/her judgment for that of the management of any Department, nor shall they have authority to usurp, subtract from, modify or exercise any management right of the County.
  - (e) The arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
- (5) The cost of the arbitrator shall be shared equally by the County and the Union.
- (6) Decisions of the arbitrator are subject to review by the County through the applicable Department Director, who may modify the arbitrator's decision when s/he believes the findings of fact and decision of the arbitrator are contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the Director to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) business days of the arbitrator's decision and must specify the facts and evidence which support such modification. If the County fails to issue such a written decision, the decision of the arbitrator shall be final and binding.
- The final written decision of the Director may be subject to judicial review in the 16<sup>th</sup> Circuit Court of Jackson County if filed by the Union within thirty (30) days of the County's final decision. The court shall have the authority to overturn the County's decision if it is not supported by the evidence.
- (7) Either party shall have the right to file an action in 16<sup>th</sup> Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

ARTICLE VIII  
VACATIONS

Employees shall earn vacation at the following rates:

Years of Continuous Service	Total Days Per Year	Maximum Accrued Hours Allowed
Less than 5	10	120
5 to 10	15	180
10 to 15	20	240
15 or more	25	240

An employee's vacation and sick leave continue to accrue while on vacation. Employees shall not earn vacation leave while on leave of absence without pay.

## ARTICLE IX

### HOLIDAYS

Section 1. Full-time employees covered by this Memorandum shall receive a regular day's pay for each holiday established from time to time by the Employer for other employees of the County, but in no event shall full-time employees have fewer than ten County holidays in each calendar year which are as follows: New Year's Day, Martin Luther King's Birthday, President's Day (the third Monday of February OR the day before/after Christmas to be determined by the County Executive annually (not both) and coordinated with Memorandums of Understanding with Bargaining Units, Truman Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Friday following Thanksgiving, and Christmas Day.

Section 2. If employees are required to work the above-mentioned County holidays, or days observed as such, they shall be paid time and a half in addition to holiday pay for such work.

Section 3. Should one of the County holidays fall within an employee's vacation, that day will not be counted as a day of vacation.

Section 4. In addition to the official County holidays, every full time County employee who has completed his six month probationary period is entitled to one "floating holiday" per calendar year to be taken on a day selected by the employee. The employee must obtain prior approval from his appointing authority before taking the holiday. Approval will be liberally granted so long as efficiency of the County departments can be maintained. A floating holiday not used during the year is lost. The full eight hours of the floating holiday must be taken at one time.

ARTICLE X

FUNERAL LEAVE

A full time employee with the prior approval of the Appointing Authority shall be granted time off with pay not to exceed three working days for a death in his immediate family. Compensation shall not exceed eight hours of pay per day with a maximum benefit of twenty-four hours. In the event the services are to be conducted outside of a four hundred (400) mile radius, an additional two (2) days off with pay will be granted. Immediate family is defined as the employee's spouse, children (including step and adopted children), mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sisters, half sisters, step sisters and sisters-in-law, brothers, half brothers, step brothers and brothers-in-law, grandparents, stepparents, grandchildren and any other person if he resided permanently with the employee.

ARTICLE XI

JURY DUTY PAY

A full-time employee, as defined by the County Merit System Rules, selected for jury duty will have an authorized leave for the duration of his jury service. Normal wages will be paid for the period of jury duty; provided, the employee shall endorse and deliver to the 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 XII

TIME OFF FOR ELECTIONS

In accordance with State Statutes, sufficient time off to vote in County, State, and National elections will be granted.

ARTICLE XIII

BULLETIN BOARDS

The Employer shall furnish a bulletin board for the purpose of posting notices.

ARTICLE XIV

PAY PERIODS

All employees covered by this Memorandum will be paid on the same dates as other County employees.

ARTICLE XV

SICK LEAVE

Sick leave benefits effective under the Jackson County Merit Rules for County employees shall apply to all employees covered by this Memorandum.

ARTICLE XVI

UNION STEWARDS

Section 1. The Employer recognizes the right of the Union to designate job stewards (not to exceed 11) and an equal number of alternates, who may function in the job steward's absence, from the Employer's seniority list. The Union will advise the Employer of their appointment in writing. 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 Memorandum;

b. The collection of dues outside working hours;

c. The transmission of information from the Union or its officers; provided such information (i) has been reduced to 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 in a manner 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, the 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.

## ARTICLE XVII

### NEW EMPLOYEES

Any new employee covered by this Memorandum shall not be regarded as a seniority employee for purposes of this Article until he has actually worked 30 days for the Employer; provided that the Employer, at its discretion, may after notice to the Union and the employee, extend this period for an additional 15 days. Upon satisfactory completion of this period of employment, an employee covered by this Memorandum 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 County Merit System shall apply.

## ARTICLE XVIII

### SAFETY COMMITTEE

Section 1. The Safety Committee of the Department of Public Works shall include one management representative and one employee representative from the Fleet Maintenance Division, and shall also include two management and two employee representatives from the Road & Bridge Maintenance Division. The Director of Public Works shall appoint the management representatives, and the employees within their respective divisions shall elect the employee representatives. The Director of Public Works or his representative and a representative of the Union shall be ex officio members of the Committee, with voice but no vote.

Section 2. The Safety Committee of the Department of Parks and Recreation shall include four (4) management representatives and four (4) employee representatives. The management representatives shall be appointed by the Director of Parks and Recreation and the employee representatives shall be elected by the employees of the department covered by this Agreement. The Director of Parks and Recreation or his representative and a representative of the Union shall be ex officio members of the Committee, with voice but no vote.

Section 3. The Safety Committee of all employees identified in Article II Section (1) (a) (i) - (vi) shall include (3) management representatives and (3) employee representatives. Management shall appoint the management representatives and the employee representatives shall be elected by the employees of the departments covered. The director(s) of appropriate departments or their representatives shall be ex-officio members of the Committee and a representative of the Union shall be ex-officio members of the Committee, with voice but no vote.



Section 4. Functions of the Safety Committees:

- i. To develop programs to encourage and promote safety in the daily operations of their departments.
- ii. To investigate complaints and disputes involving safety and to resolve those within its powers.
- iii. To recommend to the Directors of their departments solutions in cases beyond the power of the Committee to resolve and to make such other recommendations as the Committee deems appropriate to the proper discharge of its responsibility.

Section 5. The Committees shall meet not less frequently than bi-monthly, and written minutes of their meetings shall be maintained in the office of the Director of the applicable department.

ARTICLE XIX

PENSION

Section 1. The parties recognize that the Employer has a County-funded pension plan for County employees. The Employer will continue to fund properly this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. Employer shall not terminate its pension plan unless it notifies the Union at least 90 days prior to such termination and immediately after such termination invests in or institutes a successor pension plan with benefits at least equal to the County's present plan. In the event that changes to the Employer's pension plan are officially proposed by the Employer, the parties agree to meet and confer for the purpose of discussing the effects of said proposed changes.

ARTICLE XX

DISCRIMINATION

Section 1. The Employer and the Union agree that there will be no discrimination for or against any employee or applicant for employment because of race, color, creed, sex, age, disability, national origin or ancestry, or because of union activities or nonunion activities. Where gender is referred to in this contract, it shall apply equally to male or female.

Section 2. The Employer and the Union are committed to equal employment opportunity for racial minorities, women, and other employment disadvantaged. This commitment will be supported by positive and joint efforts to establish and implement an

affirmative action plan designed to prevent discriminatory employment or promotion practices, and to insure that employment opportunities are distributed within the work force consistent with this policy.

## ARTICLE XXI

### TRAINING

Each full-time employee may request to attend one educational session per budget year (Employer financed) that will assist the employee in his work performance. With the appropriate appointing authority approval, and if funding is deemed available, the Employer will bear the cost of the class. The procedure will be for the employee to pay the cost of the class initially, to be reimbursed by the Employer after successful completion of the class. Appointing authority approval must be received prior to enrollment in the class. With the approval of the appropriate appointing authority, an employee may attend educational sessions (at the employee's own expense) during work hours to maximum accrual of three days annually.

## ARTICLE XXII

### STRIKE AND LOCKOUTS

There shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to this Memorandum. This clause shall not be considered to be in derogation of Employer's rights as they exist at the time of the execution of this Memorandum.

## ARTICLE XXIII

### REOPENER

This Memorandum shall be subject to being reopened for further negotiations in the second through third years of the Memorandum 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 1, 2011 or September 1 of each year thereafter.

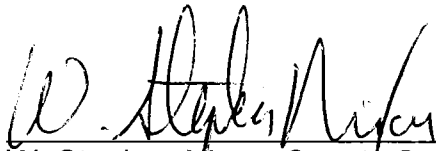
ARTICLE XXIV

TERM OF MEMORANDUM

This Memorandum shall be effective as of the date of its execution, and shall remain in force until the 31<sup>st</sup> day of December 2013, 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 succeeding year thereafter, of a desire to negotiate a new Memorandum.

IN WITNESS WHEREOF, the parties hereto have caused their officers to inscribe their names this 13 day of December, 2011.  
JACKSON COUNTY, MISSOURI

APPROVED AS TO FORM:

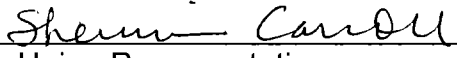
  
\_\_\_\_\_  
W. Stephen Nixon, County Counselor

By   
\_\_\_\_\_  
Michael D. Sanders, County Executive

ATTEST:

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature

By   
\_\_\_\_\_  
Union Representative