

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the Greater Kansas City Building and Trades Council, for the period effective immediately up until 2 years from now.

RESOLUTION NO. 22⁰³⁵~~xxx~~, September 11, 2025

INTRODUCED BY Manuel Abarca IV, County Legislator

+JAH, DP, DM, VH, SS

WHEREAS, the Greater Kansas City Building and Trades Council is the collective bargaining agent for certain County associates in the Public Works and Parks + Rec Departments for the purpose of meeting and conferring with the County regarding salaries, rates of wages, hours of work, working conditions, and procedures for the settlement of differences as those matters relate to said associates; and,

WHEREAS, the County and the Council have negotiated the attached successor Memorandum of Understanding (MOU) for the purpose of establishing salaries, rates of wages, hours of work, working conditions, and procedures for the settlement of differences; and,

WHEREAS, the attached MOU shall be effective immediately up until 2 years from now, and may be subject to further negotiations related to general and entry level wages and benefits upon notice by either party on or before September 1 of the second and third years of the MOU; and,

WHEREAS, the execution of the attached MOU is in the best interest of health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and is hereby, authorized to execute the attached Memorandum of Understanding on behalf of the County.

↑
further

By it resolved the County will create an internal grievance process, between management and labor representatives so that lawsuits aren't the only reconciliation process allowed upon disagreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 22xxx of September 11, 2025, was duly passed on _____, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Contents

MEMORANDUM OF UNDERSTANDING	3
ARTICLE 1	3
INTENT AND PURPOSE	3
ARTICLE 2	3
RECOGNITION	3
ARTICLE 3	3
EMPLOYER'S RESPONSIBILITY	3
ARTICLE 4 (A).....	4
WAGES AND BENEFITS.....	4
ARTICLE 4 (B).....	4
CARPENTERS, PAINTERS, ELECTRICIANS, AND PLUMBERS	4
WAGE AND BENEFITS.....	4
ARTICLE 4 (C).....	7
OPERATING ENGINEERS.....	7
ARTICLE 5	8
HIRING PROCESS, LEAD POSITIONS, & WORK ASSIGNMENTS.....	8
ARTICLE 6	9
ARTICLE 7	10
DUES CHECK OFF.....	10
ARTICLE 8	10
GRIEVANCE PROCEDURE.....	10
ARTICLE 9	13
VACATION & HOLIDAYS	13
ARTICLE 10	13
FUNERAL LEAVE	13
ARTICLE 11	13
JURY DUTY PAY	13
ARTICLE 12	14

MEMORANDUM OF UNDERSTANDING

ARTICLE 1

INTENT AND PURPOSE

This Memorandum of Understanding is entered into this day **September 02**, of **2025**, 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) Carpenters District Council, excluding those members of the Carpenter's Union in the Prosecuting Attorney's Office governed under a separate Memorandum of Understanding; (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 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: 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

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 Memorandum, 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 Memorandum, the "construction agreements" herein referred to shall mean: As to the Carpenters District Council 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.

- Section 4: Painters shall not be required to operate spray painting equipment 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 ~~thirty-six~~ **forty-two** months of initial employment shall be subject to discharge
- Section 2: For the duration of this Memorandum 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.

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 Rule 7 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 2. — Grievances shall be filed in writing, initially with the first level of supervision and, upon a failure to resolve said grievance, may be refilled at all higher levels of supervision up to and including the Division Manager. An honest effort shall be made by Employer and Union to resolved grievances, disputes, and complaints within fifteen calendar days after they arise. No grievance may be filed after the expiration of fifteen calendar days after it arose.~~

~~Section 3. — Grievances, disputes, and complaints not resolved as provided in section 2 above may be pursued through the appeal procedure as provided in the Jackson County Code and Personnel Rules, where appropriate. For terminations, demotions or suspensions of five days or more, a grievance may be submitted to arbitration, at the election of an employee or Union; such election must be made within fifteen calendar days after the Employer's final decision on the grievance provided in section 2 and no Employee shall be entitled to seek relief through both the Merit System Commission and Arbitration. The election made by the Employee or Union to proceed to the Merit System Commission or through arbitration shall be irrevocable and shall extinguish the right to proceed under the method not chose at the time of the election. Any decision of the Merit System commission may be appealed only through judicial review as provided by statute and not through arbitration provided herein.~~

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 Company 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 to the appropriate Division Manager. The Division Manager or

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 Memorandum 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

Section 1: Employees may be granted up to three (3) days leaves without loss of pay in the event of a death in the immediate family. In the event the services are to be conducted outside of a four hundred (400) mile radius, an additional two days off with pay will be granted. The immediate family is defined as wife, husband, son, daughter, stepchild, father, mother, sister, half-sisters, 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

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 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 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.

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: 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

Section 1. This Memorandum shall be subject to being reopened for further negotiations in the second through fifth 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, 2026, or September 1 of each year thereafter.