

MEMORANDUM OF UNDERSTANDING

ARTICLE 1

INTENT AND PURPOSE

This Memorandum of Understanding is entered into this 27th day of December, 2012, 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

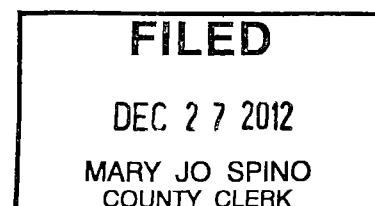
RECOGNITION

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 & Recreation, 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 Prosecutor's Department 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. 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 Memorandum.
- Section 4. In accordance the Jackson County Personnel Rules, if Employer requires an employee to use his vehicle for County purposes, then 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 Memorandum, it will provide to those employees covered by this Memorandum any and all wage increases or other increased benefits not specifically excluded by this Memorandum 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).

ARTICLE 4 (B)
CARPENTERS, PAINTERS, ELECTRICIANS, AND PLUMBERS
WAGES AND BENEFITS

The following provisions shall be applicable to employees covered by this Memorandum who are members of the following labor unions: Carpenters District Council; 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 | \$29.50 / hour |
| Plumbers | \$31.83 / hour |
| Painters | \$24.01 / hour |
| Electricians | \$29.61 / 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 | \$13.30 / hour |
| Painters | \$13.53 / hour |
| Plumbers | \$19.24 / hour |
| Electricians | \$14.65 / 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 may be eligible for an additional pension payment into the National Electrical Benefit Fund (NEFB) for pension in an amount equal to 3% of the gross monthly payroll accrued by the employees in the bargain unit, subject to available appropriated funds in the Employer's annual budget.

Section 3. Employer agrees that members of these respective unions employed as temporary employees shall be paid in accordance with the current prevailing wage rates for that trade. For the purposes of this Memorandum, 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 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 longer than six hours in one day, exclusive of set up, preparation and clean up time. Employer shall furnish all safety equipment necessary for spray painting work.

- Section 5. Any employee covered by this Article, who has participated in the Jackson County Pension Plan for more than one year prior to March 1, 1974, may continue to participate in said pension plan provided, in this event, Employer shall not contribute toward any other pension plan or funds for such member nor shall Employer add any pension payment to that employee's paycheck.
- Section 6. 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 7. 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 8. Members of the District Council 3 of the International Union of Painters and Allied trades that work under the Maintenance Agreement for Jackson County will be participating in the Safety Training Awards Recognition Program (STAR) beginning July 1, 2012. The contribution rate into the program is \$.05 cents per hour worked and includes all hours that are paid time off. The \$.05 cents per hour is to be deducted from the hourly pay of each employee to cover the cost of the program.

ARTICLE 4 (C)
OPERATING ENGINEERS

The provisions of Article 4 (C) shall apply only to employees who are members of the International Union of Operating Engineers, Local Union No. 101.

- Section 1. All employees covered by article who are licensed operating engineers and posses the skills specified and fall within the definition of stationary operating engineer as set forth in the U.S. Department of Labor Dictionary of Occupational titles shall be paid \$28.61 per hour to be increased by the percentage set forth in Section 2 below annually.

For newly hired operating engineers, who are not licensed operating engineers or who do not possess the skills specified or fall within the definition of stationary operating engineering as set forth in the U.S. Department of Labor Dictionary of Occupational titles, the minimum hourly wage rate shall be 80% of the current journeyman wage rate per hour for the next six months of employment and 90% of the current journeyman wage rate per hour for the next six months of employment. After twelve months of service the hourly rate will be 100% of the current journeyman rate. No operating engineer's wages shall be reduced as a result of this memorandum.

Section 2. On January 1, 2013 and through the remainder of this agreement the annual increases 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 their new hourly rate annually.

Section 3. Employer agrees that 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. Employer shall, at the option of the employee, pay into the International Union of Operating Engineers Pension Plan (Union Central Pension Fund) \$3.00 per hour for each employee who elects to be a member of the union pension plan. Subject to available appropriated funds in the Employer's annual budget, the pension contribution rate may be increased by \$1 per year beginning in 2014 until such time as it reaches the lowest cost contribution rate for any of the covered trades in this agreement (combined total for pension including defined contribution, local pension, national pension, and annuity if applicable). Employees hired subsequent to the execution of this memorandum must elect to become a member of the union pension plan upon employment; otherwise such employee shall be automatically a member of the County pension plan. Existing employees may elect to become a member of the Operating Engineers Pension Plan as a one time election and will not be permitted to reenter the County's

pension plan. The one time election must be made during open enrollment prior to the fiscal year it would become effective. Employees cannot be a part of a County pension plan and a non County pension plan, and must elect one or the other.

Section 5. In the event that Employer determines to add any additional shifts for operating Engineers, during the term of the Memorandum, Employer will meet with the Union to confer as to how assignments to any such shifts will be made.

Section 6. Employer shall pay to each operating engineer a work shoe/boot allowance in the amount of \$150 per year.

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 Employer agrees to not go outside of this process unless otherwise agreed to by both parties.

Section 2. The Employer intends to create lead positions, a minimum of one in the Department of Public Works / Facility Management and a minimum of one in the Parks & Recreation Department by the positions covered by the 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) 9 and Article 4 (C) 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.

Lead building trade foreman positions will attend meetings related to maintenance in their respective departments of Public Works, Parks and

Recreation, and Corrections 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. The foreman will 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 evaluation of tradesmen and disciplinary actions, 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 is guaranteed eight hours of work each day, forty hours per week. 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 will not be guaranteed 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. Pursuant to Rule 7 of the Jackson County Personnel Rules and with prior approval, employees shall be entitled to overtime after having been on 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 that requires hospitalization) shall not be entitled to such overtime pay unless the employee works under emergency conditions twelve hours or more. Paid holidays will be counted as a day worked when computing overtime.

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 called in to work outside his regular scheduled working hours, he shall be paid for four (4) hours at the straight-time rate of pay or time or 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 ours worked prior to his shift.

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 employees 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. Employer shall withhold an additional five cents per house from a member's paycheck, upon written authorization of the member, which shall be remitted to the Greater Kansas City Building and Trades Council.

ARTICLE 8
GRIEVANCE PROCEDURE

- Section 1. A grievance is a dispute, a complaint or a difference of opinion between the Employer and 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 is not intended to preclude discussions between Employer and Union on any subject covered by this Memorandum.
- Section 2. Grievances shall be filed 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 ten working days after they arise. No grievance may be filed after the expiration of ten working days after it arose.
- Section 3. Grievances, disputes and complaints not resolved as provided in Section 2 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 ten working days 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 4. When arbitration has been elected, Employer and Union shall each properly appoint one representative and these representatives shall meet promptly to select an impartial arbitrator. In the event of failure to agree upon an arbitrator, they shall request a panel of five arbitrators from the Federal Mediation and Conciliation Service or another mediation service jointly approved, from which the arbitrator shall be selected by the alternate strike-off process. The arbitrator shall hear the matter in dispute under such rules and procedures as he shall set out. His decision shall be advisory only on all parties to the Memorandum and no arbitrator shall have any authority to add to, detract from or in any way alter the provisions of this Memorandum. Each of the parties to this Memorandum shall bear its own costs of arbitration and all charges and expenses of the arbitrator shall be born equally by the parties.

ARTICLE 9
VACATION & HOLIDAYS

Section 1. Employees shall be entitled to the same vacation as other County employees working under the County Personnel Rules and Code.

Section 2. 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.

If employees are required to work the above mentioned holidays or days observed as such, they shall, in addition to holiday pay, be paid one and one-half times the regular rate of pay for such work.

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

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, step child, 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 30 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 BORADS

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 Memorandum 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 the County employees shall apply to all employees covered by this Memorandum.

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 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 the 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 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 Personnel 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 Memorandum 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 Memorandum.

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 insure that employment opportunities are distributed within the work force 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 Memorandum. This clause shall not be considered to be in derogation of Employer's rights as they exist at the time of execution of this Memorandum.

ARTICLE 21

APPRENTICESHIP PROGRAM & TEMPORARY EMPLOYMENT

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

Section 2. Inasmuch as the Employer may, from time to time during the term of the Memorandum, 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. 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 the secretary. The committee will meet at least 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, 2013, or September 1 of each year thereafter.

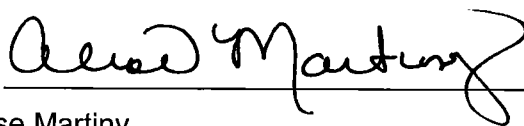
ARTICLE 25
TERM OF MEMORANDUM

This Memorandum shall be effective as of the date of its execution, and shall remain in force until the 31st day of December, 2017, 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 Memorandum.

EMPLOYER
JACKSON COUNTY, MISSOURI

By 
Michael Sanders
County Executive

UNION
**GREATER KANSAS CITY BUILDING
& TRADES COUNCIL**

By 
Alise Martiny
Executive Secretary / Business Manager

APPROVED AS TO FORM:

By Jay D. Haden
Jay D. Haden
Deputy County Counselor

CARPENTERS DISTRICT COUNCIL OF
GREATER ST. LOUIS & VICINITY:

By K. A. Schmitt
AGENT
By [Signature]
BUSINESS MANAGER

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
Local Union. No 124:

By [Signature]

PAINTERS DISTRICT COUNCIL No. 3:

By [Signature]

PLUMBERS, Local Union No. 8:

By [Signature]

INTERNATIONAL UNION OF OPERATING
ENGINEERS, Local Union No. 101:

By [Signature]

ATTEST:

By Mary Jo Spino
Mary Jo Spino,
Clerk of the County Legislature