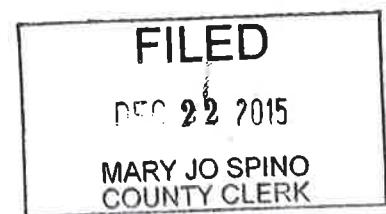


Memorandum of Understanding  
Between  
Communications Workers of America,  
AFL-CIO  
and  
Jackson County, Missouri

November 16, 2015 – December 31, 2018



OPEIU #13



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## PREAMBLE

Section 1. It is the purpose of this Memorandum of Understanding to maintain a harmonious relationship between the County and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Section 2. The County and the Union recognize that it is in the best interest of both parties, the Bargaining Unit Members, and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the County and the Union and their respective representatives at all levels will apply the terms of this Memorandum of Understanding fairly in accord with its intent and meaning and in a manner consistent with the Union's status as the exclusive bargaining representative of all Members of the Bargaining Unit, including new hires, their purpose being to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to the purpose.

## **ARTICLE 1 – UNION RECOGNITION**

Section 1. This Memorandum of Understanding is entered into pursuant to Resolution of the Jackson County Legislature 18481 and Recognition Case R2014-011 of the Missouri State Board of Mediation, between Jackson County, Missouri, hereinafter referred to as “Employer,” “County,” or “Office,” and the Communications Workers of America, AFL-CIO, Local No. 6360, hereinafter referred to as “Union.”

Section 2. The County hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of work, and other conditions of employment for Bargaining Unit Members employed by the County specifically in the following job classifications: Communications Specialist and Communications Specialist II.

Section 3. The parties agree that there shall be no discrimination in employment or compensation practices against any Bargaining Unit Member because of race, creed, color, religion, national origin or ancestry, gender, age, disability, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, union membership or non-membership, or membership in any other protected class recognized under federal or Missouri law. The County and the Union agree that the provisions of this Memorandum of Understanding shall apply to Bargaining Unit Members without discrimination.

Section 4. The County shall advise the Union of any new job classification created within the Sheriff’s Office that is not reserved for sworn law enforcement personnel and provide the Union with a copy of any revision to the Sheriff’s Office’s pay schedules. The parties shall meet and confer for the purpose of determining whether any such new job classification is appropriate for inclusion in the Bargaining Unit and, if so determined, to further meet and confer for the purpose of reaching Memorandum of Understanding on rates of pay, hours of work, and other conditions of employment regarding the new classification(s).

Section 5. The Sheriff’s Office will introduce new hires within the Bargaining Unit to a Union Representative within the first fourteen (14) days of employment.

Section 6. If the Sheriff’s Office should choose to utilize part-time employees within the Bargaining Unit, the County agrees that it will meet and confer with the Union for the purpose of reaching a Memorandum of Understanding on appropriate rates of pay, hours of work, and other conditions of employment of any such part-time Bargaining Unit Members.

## **ARTICLE 2 – UNION REPRESENTATION**

**Section 1.**     **Union Representatives.** From among the Bargaining Unit Members, the Union may designate and the Sheriff's Office shall recognize not more than four (4) representatives, not more than two (2) on the same shift, to serve as the Union's agents in the representation of Bargaining Unit Members. The Sheriff's Office shall not be required to recognize any Employee as a representative unless the Union has notified the Office in writing regarding the Employee's name and representative designation.

**Section 2.**     **Time Off from Duty for Union Business.** Union Representatives will be allowed time off from duty to conduct Union business, which may include preparation for labor negotiations with the County, attendance at labor negotiations with the County, attendance at scheduled meetings with County representatives to discuss labor issues, attendance at Union training sessions, conducting new Bargaining Unit Member Orientation, attendance at grievance proceedings, and attendance at meetings held in the course of formal disciplinary proceedings. Any request for leave to conduct Union business shall be made through Sheriff's Office channels at least five (5) days in advance. Exceptions to this five-day notice requirement will be considered by the Sheriff's Office for Union business that is of a non-routine, emergency nature that could not reasonably have been foreseen or scheduled five days in advance. Neither the Union nor its representatives will abuse leave sought pursuant to this section, and the Sheriff's Office will not unreasonably deny proper requests. Leave granted for Union business pursuant to this section will be unpaid leave, for which an Employee may use accrued vacation, compensatory time, or floating holiday, unless the requested leave falls within the paid leave provisions of Section 3 below.

**Section 3.**     **Paid Leave for Union Business.** The County will grant paid leave to one (1) Union Representative to attend meetings with Sheriff's Office management personnel held in the course of formal disciplinary proceedings and grievance meetings. The County will grant paid leave to two (2) Union Representatives to attend labor negotiations with the County. All paid leave granted pursuant to this section will be at the straight time rate and will count as hours working in the computation of overtime.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Unless otherwise specifically provided in this Memorandum of Understanding, the County, through the Sheriff and in accordance with state law and the County's charter and code, possesses the sole right to operate and manage the Sheriff's Office. Subject to all other terms of this Memorandum of Understanding, the County and the Sheriff possess and retain the right to:

- A. Determine the mission of the Sheriff's Office;
- B. Direct the work force;
- C. Hire, assign, promote, transfer, or lay off Bargaining Unit Members;
- D. Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Sheriff's Office;
- E. Discipline, demote, or discharge for just cause;
- F. Establish or change existing methods, procedures, policies, orders or facilities;
- G. Take whatever other actions may, in its judgment, be necessary to carry out the mission of the Sheriff's Office.

It is the intent of the County and the Sheriff to meet and confer with the Union regarding matters which affect Bargaining Unit Members in accordance with the Missouri Constitution, state law, and the Jackson County Charter.

### **ARTICLE 4 – PROBATIONARY EMPLOYEES**

New Employees shall be considered probationary Employees for the first six (6) months of their employment, unless the shorter promotion probationary period applies under the County's Personnel Rules. Upon completion of the probationary period, an Employee's seniority date will be measured from his or her date of hire as provided by Article 6, Seniority.

## ARTICLE 5 – UNION SECURITY

Section 1.     **Union Dues.** Union dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Union and the Employer, a copy of which is attached hereto as Appendix A. The written authorization will stay in effect until the Bargaining Unit Member gives written notice to both the Union and the County of the termination of the authorization, which shall take effect no earlier than thirty (30) days from the date of said notice. The Union shall provide the County with written notice of any dues increase and the County will be afforded thirty (30) days lead time from the date of such written notice before it is obligated to deduct remit said increased dues. The Union agrees to submit for each Union Member a check-off form, which recites the provisions of this section.

Section 2.     **Service/Representation Fee Calculation.** For so long as the Union maintains majority status, any Bargaining Unit Member who does not elect to pay Union dues pursuant to Section 1 of this Article, shall be liable to pay a service/representation fee. The service and representation fee shall be a percentage of the amount paid by Union Members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of 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. The Union shall notify the Employer of this fee calculation on or about February 1 of each year under this Memorandum of Understanding. The Employer shall deduct the amount as determined by the Union the first full pay period in March and that amount will remain in effect for one year. The service and representation fee will be deducted from the salaries of those applicable Bargaining Unit Members as a condition of employment.

Section 3.     **Indemnification.** The Union agrees that it will indemnify and hold the Employer harmless from all suits, actions, claims, and/or proceedings, including the defense thereof, brought by a Bargaining Unit Member arising out of any deductions from wages made by the Employer pursuant to this article. This indemnification shall not include payment for the Employer's legal representation. However, if requested, the Union shall provide its legal counsel to the Employer or its agents, at no cost, to defend them in any such suit, action, claim, and/or proceeding arising out of the deductions made pursuant to this article.

Section 4.     **Deductions.** The Employer shall deduct the Union dues and service and representation fee, whichever is applicable, bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Union treasurer promptly, but no later than ten (10) days after the Employer receives said funds. The Employer shall also provide to the Union a list of the names of individuals authorizing dues. Dues deduction authorizations shall be irrevocable for one (1) year or the expiration of this

Memorandum of Understanding, whichever comes first. After the period of one (1) year, and prior to the expiration of the Memorandum of Understanding, Employees may revoke their dues authorization by giving written notice, with a copy to both the Union and the County, during the period beginning fifteen (15) calendar days prior to each anniversary date of the current Memorandum of Understanding. These periods are November 1 – November 15, 2016, November 1 – November 15, 2017, and November 1 – November 15, 2018.

Section 5.     **Dues During Leaves of Absence.** When a Bargaining Unit Member is granted an unpaid leave of absence, any authorization for deduction of dues or a service and representation fee shall be automatically suspended effective at the beginning of the next full pay period following the commencement of the leave. The authorization shall become effective again commencing at the beginning of the next full pay period following the Member's return to paid status.

Section 6.     **Reports to Union.** The County agrees to furnish the Union, on a monthly basis, and in a format agreeable to the Union, a report containing the following information about each Employee who has filed a dues deduction authorization or is subject to service and representation fee deduction: name, mailing address, job classification, hourly rate, dues deduction amount, period of dues collection, date of entry into County employment, and date of entry into the Bargaining Unit. The County will provide an explanation if no dues were collected in any month. The County will also provide the name, address, and telephone number of the County employee who is the best contact person for information regarding the remittance. The Union assumes all liability in the use of this information and agrees to indemnify the County in the event a claim is made against the County arising out of the use of this information.



## **ARTICLE 6 – SENIORITY**

**Section 1.** **General.** Seniority shall be based on continuous length of service in the Communications Specialist classifications without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or budgetary layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this section. Seniority will commence from the date a Bargaining Unit Member enters the classification. When two or more Bargaining Unit Members in the same classification was appointed on the same date, their seniority standing shall be by date of hire by the County; if date of hire is the same, then seniority shall be determined by a lottery established by the County and conducted by the County with a Union Representative present. Seniority as determined by this section shall govern shift and vacation bidding.

**Section 2.** **Budgetary Layoff.** In the event of a budgetary layoff, seniority will be considered only if qualifications needed for the work to be assigned, performance evaluations and work records are equal as determined by the Sheriff. Any claim that a decision made by the Sheriff was arbitrary, capricious or discriminatory shall be subject to the grievance procedure. Laid off Bargaining Unit Members will be recalled to duty in reverse order of their layoffs, provided that any recalled Employee must meet the job's current qualifications. The recall list shall remain in effect one year from layoff.

**Section 3.** **Roster.** A roster of Bargaining Unit Members arranged in order of seniority by classification and a roster of Employees arranged in order of total service with the Sheriff's Office shall be maintained and made available for examination by Bargaining Unit Members with a copy provided to the Union (Local 6360) within thirty (30) days of any changes. The roster shall be revised and updated at the end of each year and a copy of the same shall be transmitted to the Union.

**Section 4.** **Accrual of Benefits.** For purposes of determining the amount or length of any benefit to which an Employee is entitled, the County's Personnel Rules and Jackson County Code shall be used for determining length of service.

Section 5.     **Bidding for Shift Assignments.** On or before October 1 of each year, the Sheriff's Office shall post a listing of positions and shift assignments that are available within the Bargaining Unit. Bargaining Unit Members may bid on available positions and shift assignments beginning on October 1 and ending on October 15 of each year. The Sheriff's Office will post the results of the shift bidding process on or before October 25 of each year, which shall include a final schedule showing both shift and regular days off for each Member of the Bargaining Unit. The final schedule shall become effective on the first day of the first full pay period in the next calendar year.

## ARTICLE 7 – DISCIPLINE

Section 1.     **Just Cause.** No Bargaining Unit Member shall be suspended, demoted, discharged, or otherwise disciplined except for just cause.

Section 2.     **Written Notice.** Subject to the provisions of Section 3 below, the Sheriff's Office shall give a Bargaining Unit Member and the appropriate Union Representative (as determined by the Union and identified in writing to the County) at least five (5) days advanced written notice prior to the effective date of any suspension, demotion, or discharge.

Section 3.     **Immediate Removal.** Nothing in this Article shall prevent the Sheriff's Office from immediately removing a Bargaining Unit Member from the workplace and/or assignment (with or without pay), pending final disposition of the matter pursuant to this Memorandum of Understanding and the County Code and Personnel Rules.

Section 4.     **Subject to Grievance Procedure.** The question of whether just cause exists for any disciplinary action shall be subject to the provisions of Article 14 of this Memorandum of Understanding relating to Grievance and Arbitration procedures.

## ARTICLE 8 – JOB CLASSIFICATION

The County shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the County Personnel Policies and Procedures. The County shall also set and define job descriptions and job requirements for job classifications. The Union shall be notified, in writing, any changes in these descriptions or requirements at least sixty (60) days prior to the effective date of any change and afforded an opportunity to meet and confer with the County regarding any changes. Any change in a Bargaining Unit Member's job classification shall not result in a loss of pay for the affected Employee(s).

## **ARTICLE 9 – LEGAL REPRESENTATION**

**Civil Action.** As determined by the County Counselor pursuant to Chapter 16 of the County Code, the County agrees to provide, at its expense and selection, legal counsel to Bargaining Unit Members in connection with any civil action brought against them arising out of the performance of their duties.

## **ARTICLE 10 – VACATIONS**

**Section 1.** **General.** All Bargaining Unit Members shall receive vacation leave credit for time actually worked, including the initial probationary period.

**Section 2.** **Schedule of Vacation Accrual.** Full-time Bargaining Unit Members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months	80 Hours
Sixty (60) to one hundred twenty (120) months	120 Hours
One hundred twenty (120) to one hundred eighty (180) months	160 Hours
One hundred eighty (180) months and over	200 Hours

**Section 3.** **Accumulation of Vacation Leave.**

- A. Bargaining Unit Members may accumulate vacation leave credit in an amount equal to one-and-one half (1-1/2) times the annual credit, up to a maximum of two hundred forty (240) hours.
- B. No vacation leave accrual in excess of the amounts prescribed in the above paragraphs will be allowed.
- C. Bargaining Unit Members will be allowed to use vacation leave prior to any other leave to avoid truncated losses of vacation leave.

Section 4.     **Vacation Scheduling.**

- A.     Normally, vacations will be scheduled at least thirty (30) days in advance. However, Employees will be allowed to utilize vacation for unanticipated emergency situations, manpower permitting. Once a vacation is scheduled and approved, it is the Employer's responsibility to cover the shift of the Employee who will be on vacation. However, the Employer shall maintain the right to cancel scheduled vacations in emergency conditions that require the Employee's attendance at work in accordance with the mission of the Sheriff's Office.
  
- B.     Vacation leave may not be taken by a Bargaining Unit Member until the Member has worked six (6) months.
  
- C.     A Bargaining Unit Member shall not be charged with leave for an observed holiday occurring during a scheduled vacation.
  
- D.     If a Bargaining Unit Member transfers from one division to another within the Sheriff's Office, scheduled vacation shall not be altered because of such transfer.

**ARTICLE 11 – BULLETIN BOARD**

The Sheriff's Office shall furnish space for a Union bulletin board at the work site. Only an authorized Union Representative may post or remove Union notices from the Union bulletin board.

## **ARTICLE 12 – LEAVES OF ABSENCE**

**Section 1.** **Family and Medical Leave Act (FMLA).** The County shall comply with the Family and Medical Leave Act (FMLA). Employees shall be entitled to take leave with pay in conjunction with FMLA in accordance with the County's Personnel Policies and Procedures.

**Section 2.** **Bereavement Leave.** In the case of death within the immediate family, defined as spouse, domestic partner, child, step children, adopted children, parent, parent in-law, step parent, sister, half-sister, step sister, sister in-law, son in-law, grandparent, grandchildren, and any other person that resides with the Employee or for whom the Bargaining Unit Member is the primary care taker or has durable power of attorney. The affected Employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the Bargaining Unit Member's accumulated sick or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that, if the services are to be conducted outside of a four hundred (400) mile radius, such Bargaining Unit Member may, be entitled to remain absent from duty with pay in order to attend such services for a period not exceeding five (5) working days. A Bargaining Unit Member will be allowed to use vacation leave for any other deaths the Member desires to observe, subject to the scheduling needs of the Sheriff's Office.

**Section 3.** **Extended Medical Leave.** When all sick leave and vacation benefits are exhausted by a Bargaining Unit Member, leave time shall convert to leave-without-pay status for the remainder of the approved leave of absence. In order to maintain a position in the Sheriff's Office while on extended medical leave, such Bargaining Unit Member must present a statement from a physician, dentist or health care provider to the Sheriff, through the chain of command, certifying the Bargaining Unit Member is unable to perform job duties. A physician's statement shall be updated as the Sheriff deems necessary.

Extended medical leave beyond that required by the FMLA may be granted at the sole discretion of the Sheriff pursuant to the County's Personnel Policies. Failure on the part of the Bargaining Unit Member to report at the end of this extended leave period shall be considered as a resignation.

Section 4.     **Injury Leave.**

1.     **Medical Treatment.** It is the purpose of this section to recognize that the County is responsible for those medical services that represent medical practices intended to restore the Member to the same or as close as possible to their same physical and/or mental condition that existed prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the County's designated workers' compensation physician. All visits shall be compensated at the Bargaining Unit Member's appropriate rate of pay.

2.     **Worker's Compensation.** A Bargaining Unit Member will be granted leave for any absence from the workplace due to an injury which occurred while the Member was performing his/her job and such leave shall not be deducted from the Bargaining Unit Member's accrued leave. During this period, the Bargaining Unit Member will be paid pursuant to the appropriate State Worker's Compensation Law. In the event the injury requires the Bargaining Unit Member to be absent beyond what the State Worker's Compensation Law pays, the Bargaining Unit Member may use any accrued leave time.

Section 5.     **Leave of Absence Without Pay.** A Bargaining Unit Member on vacation or sick leave status must request a leave of absence without pay prior to exhausting all paid leave. The Sheriff is authorized to grant an unpaid leave of absence not to exceed one hundred eighty (180) days. The County Executive may grant a Bargaining Unit Member a leave of absence without pay upon written request. Failure on the part of the Employee to report to work at the end of an approved leave without pay may be considered a resignation.

Section 6.     **Jury Duty Leave.** A Bargaining Unit Member will receive leave with pay for regularly scheduled hours when required to serve on a jury. The Bargaining Unit Member must provide notice of required jury duty to their supervisor, as soon as practicable. If released early from jury duty, the Bargaining Unit Member is required to report back to work. Standard compensation by the Court for such jury duty will be deducted from the Employee's next paycheck. The Bargaining Unit Member may retain any allowance for parking, mileage, or meal expenses provided by the Court. No Bargaining Unit Member shall be required to work a shift that starts on a calendar day on which a Member performed jury duty, nor shall a Bargaining Unit Member be required to work a shift that ends on the same calendar day on which the Member is scheduled to perform jury duty.

Section 7.     **Floating Holiday.** Each Bargaining Unit Member who has completed his or her probationary period shall be entitled to one floating holiday, not to exceed eight (8) hours, per calendar year, to be taken on a day selected by the Member. The Member must obtain prior approval from his or her supervisor before taking the holiday, which will be liberally granted so long as efficiency of the Sheriff's Office can be maintained. A floating holiday not used during the calendar year is lost. The full eight (8) hours of the floating holiday must be taken at one time. A Member has no right to separation payout of an unused floating holiday.

## ARTICLE 13 – HOURS OF WORK

Section 1.     **General.** The regular workweek shall begin at 12:01 a.m. on Saturday and end on the following Friday at midnight. The County will pay all Bargaining Unit Members every two (2) weeks.

The standard work day for all Bargaining Unit Members shall be a twelve (12) hour shift, except that two (2) days in each two (2) week pay period shall be a four (4) hour shift, constituting a total of eighty (80) hours every two (2) weeks for regular hours of work. The regular work period for purposes of calculating overtime for Bargaining Unit Members shall be eighty (80) hours every two (2) weeks corresponding with the pay periods rather than a weekly calculation.

For all assignments, the County and the Sheriff retain the right to change the work day or work week and change the above work schedules. The Sheriff agrees to meet and confer with the Union prior to making a permanent change to the above work schedule to include implementation of rotating shifts, except that conferring with the Union shall not be required regarding any change in work schedules in response to a bona fide emergency, as determined by the Sheriff. The Union shall meet and confer within fourteen (14) days of a request. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure.

Section 2.     **Overtime.** Except as necessary to meet minimum staffing requirement and as necessary to address bona fide emergencies as determined by the Sheriff, no Bargaining Unit Member shall be compelled to work more than two (2) hours of overtime beyond their normal work tour in any work day. Any Bargaining Unit Member called in to cover mandatory overtime on a scheduled day off shall not be required to work more than twelve (12) hours on that day. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure set out in Article 14 of this Memorandum of Understanding. If, at any time during the pendency of this Memorandum of Understanding, the Union reaches a

conclusion that the Employer's utilization of overtime has become excessive, the parties agree to meet and confer for the purpose of reaching a solution to the overtime issue.

**Section 3. Meal Periods and Breaks.** Bargaining Unit Members shall be entitled to one paid half hour meal break during each twelve-hour shift. Meal periods will not be taken during the first or last hour of work. A Bargaining Unit Member will be subject to calls during the meal period, provided meals are allowed in the dispatch center or in an area immediately adjacent to the dispatch center. Each Bargaining Unit Member shall be entitled to two (2) paid fifteen (15) minute breaks during each twelve-hour shift and one paid fifteen (15) minute break during each four-hour shift. Bargaining Unit Members shall not be allowed to accumulate break time from one shift to the next.

**Section 4. Holidays.** The following days will be observed as legal holidays. Whenever one of the designated holidays falls on Sunday, the following Monday shall be observed as the holiday. Whenever such holiday falls on Saturday the proceeding Friday shall be observed as the holiday.

New Year's Day	Labor Day
Marin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Truman's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Depending on where Christmas Day falls on the calendar, the County may substitute either the day before or the day after Christmas for Presidents' Day as a paid holiday. This determination will be made no later than December 31 of the preceding calendar year. If Bargaining Unit Members are required to work on a holiday, or a day observed as a holiday, they shall be paid at the overtime rate for all hours actually worked on a holiday or observed holiday (holiday premium pay). Bargaining Unit Members, who work on a holiday, shall also receive holiday time equal to their regular hours of work in addition to any holiday premium pay for all hours worked on a holiday (total rate of pay at 2 and ½ times regular rate of pay for scheduled work shifts on holidays). Any additional time worked on a holiday will be paid at time and one half for a scheduled shift or at time and one half for a called out Bargaining Unit Member if applicable. Any Bargaining Unit Member taking sick leave the day prior to or the day after a scheduled shift that falls on a holiday shall not be eligible for the holiday premium pay.



For Bargaining Unit Members not required to work on a holiday, the Employee will be provided eight (8) hours of pay based on the Employee's actual rate of pay as holiday pay. This holiday pay shall not count as hours worked for purposes of computing overtime. Bargaining Unit Members shall not receive holiday pay while on leaves of absence without pay.

In addition to the above holidays, Bargaining Unit Members who have six (6) months of employment shall receive one (1) floating holiday per calendar year. Each floating holiday shall be compensated at the Bargaining Unit Member's rate of pay for the assigned shift hours, not to exceed eight (8) hours. Any Bargaining Unit Member may also take four (4) hours vacation in connection with a floating holiday so as to avoid any loss of actual pay for the pay period.

Section 5. **Sick Leave.** Sick leave may be accumulated, without limitation, at the rate of 96 hours per year. Pursuant to the County Personnel Rules, sick leave may be used for the following:

- Illness of Bargaining Unit Member
- Illness of Family Member
- Health Care Provider Appointment of Bargaining Unit or Family Member

A Bargaining Unit Member will notify the on-duty Supervisor at least one hour prior to the beginning of the work shift for which he or she wishes to use sick leave, unless for a good reason such notice cannot be given. Sick leave usage for known medical appointments should be scheduled with, and approved by the Supervisor at least three days in advance of the leave if at all possible. Requests for sick leave usage to attend physician's appointments will not be unreasonably denied.

In accordance with the County's Personnel Rules, the Sheriff's Office may in its discretion require any Bargaining Unit Member to furnish to his or her Supervisor a medical form from a duly licensed physician, dentist, or health provider.

**Section 6. Sick Leave During Vacation.** A Bargaining Unit Member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the Bargaining Unit Member were not on vacation leave. In addition, the Employer may require that a medical form from a duly licensed physician, dentist, or health care provider is furnished. Such form shall state that the Bargaining Unit Member was incapacitated to a degree which would have prevented performance of normal duties.

**Section 7. Retirement or Separation.** Upon separation from County employment, a Bargaining Unit Member is entitled to sick leave payout as follows:

<u>Full Years of Service</u>	<u>Percentage of Unused Sick Leave</u>
1 Year	5%
2 Years	10%
3 Years	15%
4 Years	20%
5 Years or more	25%

There shall be no limitation on the amount of sick leave credit which a Bargaining Unit Member may accumulate.

#### **ARTICLE 14 – GRIEVANCE/ARBITRATION PROCEDURE**

For the purposes of this Article, a grievance is defined as all disciplinary matters and all matters related to the interpretation and application of this Memorandum of Understanding submitted by an affected grievant, Bargaining Unit Member and/or on behalf of the Communications Workers of America. As outlined below, all disciplinary matters involving termination, suspensions of more than four days, and demotion shall be subject to arbitration. Any Bargaining Unit Member may file a grievance, but the Union will retain ultimate authority to determine whether eligible grievances are processed to arbitration. If a grievance affects more than one Member of the Bargaining Unit, the Union may file a grievance on behalf of all affected Members of the Bargaining Unit.

The parties shall make sincere and determined efforts to settle meritorious grievances as the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

**Section 1. Grievance Procedure.**

Step 1. The matter shall first be taken up orally between the Bargaining Unit Member and Supervisor involved. A Union Representative may be present during any step of the grievance procedure.

Step 2. If the grievance is not adjusted orally, it must be submitted in writing to the Bargaining Unit Member's division commander within twenty-one (21) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered as closed. The division commander shall reply in writing within twenty-one (21) calendar days.

Step 3. In case the matter cannot be settled under Step 2, the matter will then be considered by a Union Representative and the appropriate Undersheriff or his designee. Requests for consideration by the Undersheriff must be submitted in writing within twenty-one (21) calendar days of the decision in Step 2, or the grievance shall be closed. The Undersheriff's decision shall be made in writing within fifteen (15) calendar days after submission, or the grievant shall prevail.

Step 4. In the case the matter cannot be settled under Step 3 or in matters of termination, the matter will then be considered by the Sheriff. Requests for consideration by the Sheriff must be in writing within twenty-one (21) calendar days of the decision of the Undersheriff or the grievance shall be closed. The Sheriff's decision shall be made in writing within fifteen (15) calendar days after submission to him/her, or the grievant shall prevail.

Step 5. In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above for discipline cases, the Union may request arbitration or a Merit System Commission hearing as provided below:

(a) In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the Bargaining Unit Member's only administrative remedy will be to seek a hearing before the Merit System Commission, provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rule 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding.

(b) In disciplinary cases involving suspension of five (5) days or more and/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 Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rule 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding. Should the Bargaining Unit Member elect arbitration, the Bargaining Unit Member will withdraw his or her Merit System Commission appeal. Disciplinary grievances involving suspensions of five (5) days or more and/or termination in which the grievant chooses to proceed to arbitration shall be processed in 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 thirty (30) calendar 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 thirty (30) calendar days, the grievance shall be deemed closed.
- (2) Within twenty-one (21) calendar 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 American Arbitration Association (AAA) and the parties will alternately and independently strike arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed AAA request is served fails to execute and send such request within twenty-one (21) calendar days of service thereof, then the grievance shall be found in favor of the other party.
- (3) A Bargaining Unit Member 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 governed by the following:
  - (a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him or her to act effectively. The arbitrator shall observe the rules of evidence.
  - (b) The arbitrator shall have no power to add to, subtract from or modify any 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 by the parties in the presence of each other.
  - (d) The arbitrator shall have no authority to substitute his or her judgment for that of the management of the County or Sheriff's Office, nor shall he or she have authority to usurp, detract from, modify, or exercise any management right of the County or Sheriff's Office.
  - (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 Sheriff, who may modify the arbitrator's decision when the Sheriff believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the Sheriff to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The final written decision of the Sheriff shall be subject to judicial review in the 16<sup>th</sup> Circuit Court of Missouri if filed by the Union within thirty (30) calendar days of the Sheriff's final decision. The court shall have the authority to overturn the Sheriff's decision if it is not supported by the evidence. If the Sheriff fails to issue such a written decision, the decision of the arbitrator shall be final and binding.
  - (7) Either party shall have the right to file an action in the 16<sup>th</sup> Judicial Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

**Section 2. Time Limits.** The time limits set forth in this Article are binding, unless waived by mutual Memorandum of Understanding of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure by the Sheriff to respond within the time limits set forth above shall result in the grievance moving to the next step. Failure of the Union or Bargaining Unit Member to comply with the time limits or procedure set forth herein shall result in the grievance being closed.

## **ARTICLE 15 – RETIREMENT**

The parties recognize that the Employer has a County-funded pension plan for County employees. The Employer will continue to properly fund 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. The Employer shall not terminate its pension plan unless it notifies the Union at least 90 days prior to such termination, and meets and discusses with the Union before making any final changes. In the event that changes to the Employer’s pension plan are officially proposed by the Employer, the parties agree to meet and confer regarding the effects of any such proposed changes.

A Bargaining Unit Member, who sustains an injury during the performance of his/her work duties, which renders the Bargaining Unit Member unable to perform the essential job functions, vested Bargaining Unit Members in the County’s pension plan shall qualify for an unreduced pension based on the present formula, or as otherwise provided by the County.

The County Executive and Sheriff agree to request the Pension Board explore extending disability retirement to non-vested, non-probationary Bargaining Unit Members injured while performing their work duties.

## **ARTICLE 16 – OVERTIME PAYMENT**

**Section 1.**     **Minimum.** Any Bargaining Unit Member who is called back to duty outside his or her regular scheduled working hours will receive a minimum of four (4) hours pay at the Bargaining Unit Member's appropriate rate of pay, or pay for one and one half (1 ½) times the hours actually worked, whichever is greater. This shall include court time. However, if the Bargaining Unit Member is called in less than four (4) hours immediately prior to and connected to the start of his or her regular shift, the Bargaining Unit Member shall be entitled only to pay equal to time and one half for hours actually worked prior to the start of the scheduled shift.

**Section 2.**     **Compensatory Time.** With approval of the Sheriff and at a Bargaining Unit Member's request, a Bargaining Unit Member may accumulate compensatory time in lieu of overtime with a credit up to a maximum of ninety (90) hours. Holiday leave, approved vacation, and approved compensatory time shall count as hours worked for the purpose of computing overtime hours. Job related illness or injury leave, funeral leave, and sick leave shall not count as hours worked for the purposes of computing overtime.

## **ARTICLE 17 – SAVINGS CLAUSE**

The parties intend for this Memorandum to be consistent with applicable state and federal law and the County Charter and is not intended to supersede any such laws. The parties agree this Memorandum shall be enforceable upon adoption, ratification and signature by all necessary parties. If any provision of this Memorandum is subsequently declared, by a court of competent jurisdiction, to be in violation of a state or federal law, or the County Charter or subsequently enacted state or federal legislation or the County Charter as amended by the voters of Jackson County, such provision will be invalid and unenforceable. All other provisions of this Memorandum will remain in full force and effect. With regard to any stricken provision, the parties will promptly meet and attempt to negotiate a replacement provision.

## **ARTICLE 18 – COMPENSATION**

With the adoption of this MOU, all Members of the Bargaining Unit who have completed their probationary period and who received a rating of at least “meets expectations” on their most current employee evaluation shall be advanced to the new title of “Communications Specialist II” and shall receive a 3% salary increase retroactive to January 1, 2015, to be paid within thirty (30) days from ratification. This retroactive increase shall also apply to overtime and any other premium payments. Any Bargaining Unit Member who has not yet completed his or her probationary period at the time of the adoption of this MOU shall be advanced to the “Communications Specialist II” title upon satisfactory completion of the probationary period and shall receive a 3% non-retroactive salary increase at that time.

## **ARTICLE 19 – AFFECTED BENEFITS**

All applicable provisions of the Jackson County Personnel Rules continue to apply to Bargaining Unit Members and other benefits which are offered to all County Employees shall be offered to Bargaining Unit Members. In addition, any and all benefits provided under this Memorandum of Understanding to a spouse or as a spousal benefit shall also be provided to domestic partners, as defined in Section 902.17 of the Jackson County Code, irrespective of gender.

In the event that the County wishes to modify existing Personnel Rules, it shall notify the Union at least sixty (60) days in advance. Upon request from the Union, the parties shall meet to discuss such proposed changes. In the event that, after sixty (60) days, the parties have not agreed on the proposed changes, the County may implement such changes, subject to the Union’s right to challenge the changes under the grievance procedure as outlined in this Memorandum of Understanding.



## **ARTICLE 20 – SAFETY AND HEALTH**

**Section 1.**     **Adherence to Safety Rules.** In order to have a safe place to work, the County agrees to comply with all laws and ordinances applicable to its operations concerning safety of the Bargaining Unit Members covered by this Memorandum of Understanding. The Union and all Bargaining Unit Members shall comply with all safety rules and regulations established by the County during hours of their employment.

**Section 2.**     **Unsafe Working Conditions.** If a Bargaining Unit Member has justifiable reason to believe that his or her safety and health is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the Bargaining Unit Member shall inform his or her immediate Supervisor who shall have the responsibility to determine what action should be taken.

## **ARTICLE 21 – DURATION**

**Section 1.**     **Term of the Memorandum of Understanding.** This Memorandum of Understanding shall become effective as of November 16, 2015, and shall remain in full force and effect until December 31, 2018. It shall be automatically renewed thereafter and remain in effect from year to year, unless either party notifies the other, in writing, ninety days prior to the annual expiration date, of a desire to modify the Memorandum of Understanding.

**Section 2.**     **Wage Re-Opener.** The Union shall have the right to re-open this Memorandum of Understanding for purposes of meeting and conferring regarding wages by providing written notice to the County of its intent to do so on or before August 1 of any year under this Memorandum of Understanding.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM ON THE DATE WRITTEN BELOW.

Attest:

Approved As To Form:

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

W. Stephen Ricca  
County Counselor

**Jackson County, Missouri**

By: MDS Date: 12/2/15  
Michael D. Sanders, County Executive

By: Mike Sharp Date: 12/4/15  
Mike Sharp, Sheriff

**Communications Workers of America, AFL-CIO**

By: A. J. Vallejos Date: 12/18/15

**Payroll Deduction Authorization**  
**For Union Dues**

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(Last Name)	(First Name)	(Middle Initial)	
(Street Address)	(City)	(State)	(Zip)
(Soc. Sec. #)	(Phone Number)	(Job Title)	

**Authorization for Payroll Deductions  
of Union Dues Payable to  
Communications Workers of America**

I hereby authorize the County of Jackson, Missouri to deduct from my pay each month beginning in the month of \_\_\_\_\_, 20\_\_, regular monthly Union Dues and one initiation Fee in the amount certified by the Secretary-Treasurer of the Communications Workers of America. I further authorize the County of Jackson, Missouri to forward all sums deducted to the Secretary-Treasurer of the Communications Workers of America.

If after all other authorized or required deductions and my pay is insufficient to permit the deduction of said Dues from my pay, it is understood that said Dues will be deducted from my pay in a succeeding period in which my pay is sufficient therefore.

Deductions under this authorization shall not be made while I am on leave of absence, but such deduction shall resume with the first regular dues deduction period following my return to active duty and if my leave of absence was not greater than one month, dues not deducted during the absence will also be deducted in the first regular Dues Deduction period following my return to duty.

This deduction may be cancelled by the County of Jackson, Missouri upon my transfer to a position not included in this Bargaining Unit.

It is understood that the County of Jackson, Missouri assumes no responsibility in connection with this authorization except that of forwarding monies to the Secretary-Treasurer of the Union.

Union Dues are not deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Code.

Dated \_\_\_\_\_  
Signed \_\_\_\_\_