

First Amendment to
Collective Bargaining Agreement
Between the City of Kansas City, Missouri and
Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO
April 25, 2021 through April 30, 2026

THIS AMENDMENT is made and entered into this . day of _____, 2022 between Kansas City, Missouri, (City) and Local 500 of the American Federation of State, County and Municipal Employees, AFL-CIO (Union), whereby the parties desire to amend the Collective Bargaining Agreement (Agreement) covering April 25, 2021 through April 30, 2026.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this First Amendment, City and Contractor agree as follows:

Sec 1. Sections Amended. Sections 3 and 4 of Article XI of the Agreement are hereby deleted and the following new sections are inserted to replace the deleted sections:

Section 3. Paid Leave

(a) Funeral Leave/Bereavement Leave - Paid leave will be granted for a maximum of three (3) working days to all full-time employees due to the death of and/or to attend a funeral in the immediate family of the employee.

Immediate family is defined for the purpose of this Section, as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step parents, step siblings, step-children of the employee, the employee's approved domestic partner, or the approved domestic partner's son or daughter.

If extended travel is required to attend the funeral, the employee may take up to two (2) additional working days and charge the time against accumulated vacation after advance notice to the City.

(b) Jury Duty - An employee may receive a special leave with pay when he or she is required to serve on a jury and the hours of jury duty conflict with the hours of City work. In addition, such employee may keep the County or State jury fee, however, Federal jury fees must be deposited with the City through the department director or designee. In case an employee serves on a jury during non-working hours or days, the employee is permitted to keep the jury fee, however, he or she must inform their supervisor of such jury service.

(c) Military Training Leave -All regular employees who are or may become active members of the National Guard, the Officers Reserve Corps or the Enlisted Reserve Corps of the United States Government shall be entitled to a leave of absence with pay from their respective duties, on all days during which they are employed with or without pay under the orders or authorization of competent authority on active training duty, duty with troops, field exercise, or instruction applicable with USSERA and/or State Statute.

(d) Union Business – One employee elected to the position of President and one employee elected to the position of Vice President of the Union shall be granted a paid leave of absence for duration of their tenure as President and Vice President upon one month's written notice to the City. Pay for such leave shall be calculated as follows:

(1) Beginning on the later of September 1, 2022 or the date of any necessary ratification by union members, the City shall pay the President compensation for paid leave based on an 18 month look back of monthly compensation received prior to the effective date of this agreement. Going forward, the President shall receive percentage increases to their compensation, which are equal to the percentage increases due to employees in the bargaining unit position they occupied as of the effective date of this agreement. The President shall not earn any overtime pay during the time they are on paid leave pursuant to this provision.

(2) Beginning on the later of September 1, 2022 or the date of any necessary ratification by union members September 1, 2022, the City shall pay the Vice President compensation for paid leave based on an 18 month look back of monthly compensation received prior to the effective date of this agreement. Going forward, the Vice President shall receive percentage increases to their compensation, which are equal to the percentage increases due to employees in the bargaining unit position they occupied as of the effective date of this agreement. The Vice President shall not earn any overtime pay during the time they are on paid leave pursuant to this provision.

Employees on such paid leave shall maintain previously acquired seniority and shall continue to accumulate seniority for up to one (1) year and retain seniority thereafter. At the conclusion of any individual's time serving as President or Vice President, said employee shall have the absolute right to return to their former regular City position or, if such position is no longer available, then they shall have the absolute right to return to a similar vacant City position of similar pay, as selected by the City. Upon return to said position, the employee shall have the same wages, benefits, seniority, and terms and conditions of employment as though the employee had continued in employment without paid leave (including any merit-based "step" increases or other pay increases, but not including any promotions to which they arguably would have achieved but for their time on paid leave).

All previously acquired benefits (for example, but without limitation, sick leave or vacation) shall be frozen for the duration of the leave. Upon return from the leave, such employee shall have the same rights as an employee promoted outside the unit who returns to the unit.

Any salary calculated and paid under this subsection (d) will not be considered base salary in calculating pension benefits. The parties will recommend to the City Pension Board that they develop a program that would allow employees on paid Union leave under this Section to either continue participation in the pension program or be allowed to make up contributions when they return to active City service.

The City reserves the right to initiate discipline against the President and/or Vice President in accordance with City policies and procedures. If the City recommends that the President or Vice President receive discipline in the form of suspension or termination, and a Pre-

Determination Hearing Officer upholds that recommendation, or the President or Vice President waive their right to a Pre-Determination hearing, payment of leave to the employee under this subsection shall cease for the length of the suspension, if suspended, or terminate permanently, if terminated. If said discipline is later overruled, then the individual shall be entitled backpay and reinstatement to the terms of this provision.

Section 4. Unpaid Leaves

(a) Reasonable Purpose - Leaves of absence for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

(b) Union Business - Except as provided in Section 3 of this Article XI, employees elected to any full time Union Office or hired by the Union for full time work shall be granted an unpaid leave of absence upon one month's written notice to the City by the Union setting forth the nature of the position and the expected duration.

Employees on such leave shall maintain previously acquired seniority and shall continue to accumulate seniority for up to one (1) year and retain seniority thereafter. All previously acquired benefits (for example, but without limitation, sick leave or vacation) shall be frozen for the duration of the leave. Upon return from the leave, such employee shall have the same rights as an employee promoted outside the unit who returns to the unit.

Leaves shall be granted for definite periods, not in excess of two years, but shall be extended from year to year upon written request from the Union. Any return to the bargaining unit prior to the expiration of the term of the leave shall be at the discretion of the City.

The parties will recommend to the City Pension Board that they develop a program that would allow employees on Union leave under this Section to either continue participation in the pension program or be allowed to make up contributions when they return to active City service.

Two members of the Union selected by the Union to participate in short term Union activities shall be granted a leave of absence upon written request of the Union at least ten (10) working days before the leave is to start and not more than one employee from any division may be on leave at one time without the consent of the City.

Such leaves shall not exceed ten (10) working days without the consent of the City and no employee may have cumulative leaves under this provision of more than twenty (20) working days in any calendar year without the consent of the City.

(c) Parental Leave - In accordance with the paid parental leave policy, employees may take an additional six (6) weeks unpaid leave if the employee qualifies for Family Medical Leave (FML). In accordance with the paid parental leave policy, employees may take additional unpaid leave in accordance with the Family Medical Leave (FML) Policy.

(d) Educational Leaves

(1) A department head, with the approval of the Director of Human Resources, may grant a regular employee a leave of absence without pay for a period not to exceed one (1) year for travel or study. Such leave shall be granted only when it is in the best interest of the City and when it will not cause undue or unnecessary imbalances. No leave without pay shall be granted except upon written request by the employee and a guarantee by the employee that he or she will serve the City, upon his or her return from such leave, for a period of three times as long as that of the leave. No such leave shall be granted primarily in the interest of the employee except in the case of one who has shown by his or her record of service or by other evidence to be of more than average value to the City and whose services it is desirable to retain even at such sacrifice.

(2) Employees may also be granted leaves of absence for educational purposes--not to exceed one (1) month in any calendar year--to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.(3) In addition to allowing the above leave for educational purposes, employees may request financial assistance in accordance with applicable Administrative Regulations or City policies.

(e) Military Leave for Active Service - Any employee who enters into active service in the Armed Forces of the United States while in the service the Employer shall be granted a leave of absence for the period of military service

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. This First Amendment requires City Council authorization.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

UNION

I hereby certify that I have authority to execute this document on behalf of Union.

By:

Reginald Silvers, President

Date: _____

KANSAS CITY, MISSOURI

By:

Date: _____

Brian Platt, City Manager