

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

February Session of the February Adjourned Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the

5th

day of February

20 01

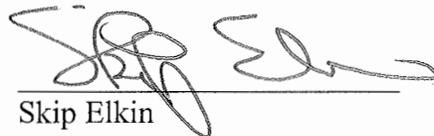
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby void Commission Order 33-2001 relating to the calling of an election to be held on the 3rd day of April for the purpose of submitting to the voters a ballot issue for a law enforcement sales tax.

The Commission further directs legal counsel and the county clerk to petition to the Circuit Court of Boone County pursuant to the provisions of 115.127.3 to request removal of the issue from the April 3, 2001 election ballot.

Done this 5th day of February, 2001.

ATTEST:

*Wendy S. Noren*Wendy S. Noren
Clerk of the County CommissionDon Stamper
Presiding CommissionerKaren M. Miller
District I CommissionerSkip Elkin
District II Commissioner

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STATE OF MISSOURI

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County of Boone

February Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the

5th

day of February

20 01

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the Memorandum of Understanding between Boone County and the Public Service Employees Local 1274 and authorize the Presiding Commissioner to sign the document.

Done this 5th day of February, 2001.

ATTEST:

Wendy S. Noren BW
Wendy S. Noren
Clerk of the County Commission

Don Stamer
Don Stamer
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

PUBLIC SERVICE EMPLOYEES LOCAL 1274

MEMORANDUM OF UNDERSTANDING

2001-2003

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MEMORANDUM OF UNDERSTANDING

Now on this day the County Commission of Boone County, Missouri, (herein "County") and Public Service Employees' Local Union 1274 of the Laborers' International Union of North America AFL-CIO (herein "Union"), after due deliberation, negotiations and in consideration of the mutual understandings and agreements contained herein mutually pledge themselves to make every effort to make this Memorandum the means of continued good relations between the employees of the Boone County Public Works Department, formerly known as the Road and Bridge Department, covered by this Memorandum and Boone County.

1. **MANAGEMENT RIGHTS:** Except as otherwise specifically provided in this Memorandum, the County has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance procedure. The term "rights or functions of management" shall include but not be limited to the following:
 - 1.1 **General Welfare** - The right to determine safety, health and property protection measures for the Public Works Department.
 - 1.2 **Employee Numbers** - The right to determine the number of employees necessary for the operation of the Public Works Department.
 - 1.3 **Work Schedules** - The right to establish, modify or change work schedules, including assignment of overtime.
 - 1.4 **Employee Supervision** - The right to direct employees, including the right to determine policy with respect to hiring, training and/or promoting of any employee.
 - 1.5 **Job Classification** - The right to determine job classifications.
 - 1.6 **Work Assignments** - The right to allocate and assign work to employees within the Public Works Department including the right to transfer work from one position to another within a classification.
 - 1.7 **Promotion to Management Position** - The right to select, promote or transfer employees to supervisory or other managerial positions.
 - 1.8 **Equipment Assignment** - The right to assign equipment, vehicles and machinery.
 - 1.9 **Work Rules and Regulations** - The right to establish, modify and enforce Public Works Department rules, regulations and orders. Unreasonable work rules, regulations, and orders may be subject to the grievance procedure provided herein.

- 1.10 **Emergency Scheduling** - The right to determine "Emergency" for Scheduling work.
2. **UNION RECOGNITION:** The County Agrees to recognize the Union as the exclusive representative of all the full-time and part-time employees in the Public Works Department of Boone County, Columbia, Missouri, excluding supervisors, engineering staff, office and clerical employees, hereinafter referred to as "Management".
- 2.1 **Union Representation** - The County will not make collective bargaining agreements regarding subjects specifically covered in this document for its employees in the bargaining unit covered herein, unless it be through duly authorized representatives of the Union.
- 2.2 **Agreement Ratification** - The agreement reached between the County and the Union will be signed within thirty (30) days of being ratified by the union.
- 2.3 **Uncompensated Nonunion Workers** - The County agrees not to permit uncompensated persons who are not members of the bargaining unit to perform work otherwise provided by the bargaining unit which causes members of the bargaining unit to lose compensation for work time performed by such persons.
3. **GENERAL EMPLOYMENT POLICIES:** The County agrees to maintain the following general employment policies while this agreement is in effect.:
- 3.1 **Non Discrimination** - It is the policy of the Boone County Public Works Department to provide equal employment opportunity to all persons without regard for their race, age, color, physical handicap, military service record, religion, sex or national origin. All references to employees in this Memorandum of Understanding designate both sexes, and wherever masculine gender is used, it shall be construed to include male and female employees.
- 3.2 **Seniority** - Seniority shall accumulate in the case of: a) approved leave of absence with pay, b) approved leave of absence without pay, c) layoffs less than one (1) year in length and subject to recall requirements, d) military service, provided application for reinstatement is made in accordance with current law, and e) other legitimate reasons approved by the County. Seniority shall accumulate from the first date of hire upon satisfactory completion of probationary period.
- 3.3 **Loss of Seniority** - An employee shall lose his seniority in the event the employee: a) retires, b) quits, c) is terminated, d) is laid off for a period in excess of twelve (12) consecutive months, e) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the County, or f) is on continuous lay-off of less than one (1) year and the County directs a notice of recall to work to the employee's last known address on the County's records and the employee fails to

report to work within five (5) days after being called by the County and the Union is given forty-eight (48) hours in which to locate such employee and arrange for his reporting to work. Responsibility for informing the County of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two (2) weeks, however, he shall be expected to return to work at the time specified by the County. The County may make exception to these time limits for good and sufficient reason. If an employee is rehired following a loss of seniority and employee status he shall be considered a new employee at the time of rehire. When feasible as determined by management, job assignment shall be made by virtue of seniority within the applicable classification.

3.4 **Grievance Procedure** - If there should arise any dispute between the County and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of the Memorandum, such dispute shall be settled in the following manner:

3.4.1 **Supervisor Review** - The employee(s) having a grievance shall first take it up with the supervisor, within four (4) calendar days from the occurrence of the matter about which the employee(s) grieves and every reasonable effort will be made to settle the problem promptly at that point. The employee(s) may have a steward present at this meeting at their option.

3.4.2 **Director Review** - If the matter is not settled following the above meeting, the grievance shall be reduced to writing, signed by the employee(s) and the Union representative and presented to the Director of Public Works or delegate (Division Manager) within seven (7) calendar days from the occurrence of the matter about which the employee(s) grieves.

3.4.3 **Nonbinding Arbitration and County Commission Decision** - If a settlement is not reached within twelve (12) calendar days after the occurrence of the matter about which the employee(s) grieves, the Union shall have the right to request a hearing before an arbitrator by serving notice on the County in writing within twenty-five (25) calendar days after the occurrence being grieved. The selection of the arbitrator will be made from a list of arbitrators provided by the Federal Mediation and Conciliation Service. The selection will be made by reducing the list in alternate turns. The toss of a coin shall determine the elimination sequence. Any cost of the arbitration shall be paid equally by the Union and the County. The arbitrator will make a recommendation to the County Commission who shall either accept, reject or modify the recommendation of the arbitrator. As used in this section the term "calendar days" shall be exclusive of official County Holidays.

3.5 **Voluntary Payroll Withholding for Union Dues** - Employees in the bargaining unit who desire to have their regular union dues to the Union withheld from their wages

may do so under the following procedure. Employees desiring to assign and to have dues withheld from their wages shall execute a "check-off" authorization and assignment on forms provided by the County. The assignment and deduction of Union dues as provided for herein will become effective the first pay period after the request and authorization is delivered to the County Clerk's office. The County is hereby authorized, upon the filing of such request and authorizations, to deduct from any net earnings due and payable to such employees the regular monthly dues as may be certified to the County by the Union. Such deduction shall be made once each pay period, and the County shall forward to the designated official of the Union, the following: a) a copy of any "check-off authorization and assignment" forms filed as provided by the Union during the preceding month, or b) a list of employees for whom the County had made a deduction showing the amount of dues deducted for each employee.

- 3.6 **Supervisors** - Supervisors shall act in a supervisory capacity but shall not be prohibited from performing any work normally performed by any other employee at the sole discretion of the supervisory staff of the Public Works Department. Supervisors shall generally not perform work when nonsupervisory employees are available. The work performed by the supervisory staff shall not be such that Union members shall lose the opportunity to work overtime or on Saturday or Sunday.
- 3.7 **Union Representation** - Authorized representatives of the Union may have access to County facilities for a reasonable length of time during working hours for discussion with employees for the purpose of investigation or handling grievances but shall not hinder or interfere with the progress of work. Also, the Union representative shall make his/her presence on County property known to the appropriate supervisor.
- 3.8 **Stewards** - The Union will furnish to the County and Director of Public Works, in writing, the names of any stewards authorized to act in behalf of the Union. A steward upon request made to his supervisor will be granted a reasonable time to investigate any grievance during his scheduled working hours without loss of pay. He must report back to his supervisor promptly when his part in the grievance investigation has been completed.
- 3.9 **Smoking** - Smoking is specifically prohibited in all County buildings in accordance with County ordinances.
- 3.10 **Workplace Policies** - Employees are expected to comply with and adhere to County's workplace policies concerning Sexual Harassment, Family Medical Leave Act, Drug Free Workplace, and Workplace Violence. In addition, management will share information about other county policies as they are adopted.
- 3.11 **Tool Allowance** - Each mechanic shall receive an annual tool allowance of \$1,500.00.

- 4.0 **JOB CLASSIFICATIONS:** Job Classifications and descriptions shall be established and maintained in the records of the Boone County Human Resources Department. The Union shall be notified of and provided with a reasonable opportunity to comment upon any changes in job classifications, descriptions or duties prior to implementation by County.
5. **HOURS OF WORK:** The following work day schedule shall be observed:
- 5.1 **Work Hours** - The normal workday will be from 7:00 a.m. to 3:30 p.m, Monday through Friday.
 - 5.2 **Lunch & Breaks** - Lunch-time will be 1/2 hour in length from 12:00 noon until 12:30 p.m. or as rescheduled with the supervisor. There will be a fifteen (15) minute break in the morning and fifteen (15) minute break in the afternoon. Breaks in the shop will follow the schedule established by the Shop Supervisor. Breaks in the field will be scheduled as determined by the supervisor or crew leader. Coffee or soda will be provided by the employee. On a crew job, at the discretion of the crew leader, one employee will be allowed to go to a place of business to get coffee or soda for the crew, if employees do not have their own coffee or soda on the job.
 - 5.3 **Starting and Quitting Time** - Work should be scheduled so that every employee is working on an assigned job no later than 7:15 a.m. Field work will be scheduled such that crew(s) can return to the shop between 3:00 p.m. and 3:15 p.m. Time at the shop will be used to check/clean assigned equipment.
 - 5.4 **Tardiness and Absenteeism** - Whenever it is necessary to be absent from work for illness or some other reason, the employee shall notify the staff supervisor no later than 7:00 a.m. on the day taken off. If the staff supervisor does not receive this notification, the employee will be charged with an unauthorized absence.
 - 5.5 **Job Site Reporting** - At the discretion of the supervisor, employees may be required to report to an assigned job site rather than the Public Works Department building in cases where work at a job site will exceed five working days. Employees shall not be required to travel between multiple job sites in their personal vehicles during any given day.
6. **INCLEMENT WEATHER:** The following inclement weather notices shall be observed:
- 6.1 **Assignment** - Operators assigned an area of maintenance away from their division headquarters who park their equipment at home or at a location near their home will report by radio to their staff supervisor on bad weather days. At the option of the staff supervisor, he may assign the operator to work on his equipment, check his roads, or report for reassignment as requested or directed.

- 6.2 **Outside Field Work** - Outside field work will not be assigned on days when the supervisor determines that the temperature, humidity, wind chill, or other weather conditions are not safe for outside field work. Field personnel will be reassigned to other duties on these days. It will be the responsibility of the crew leader to determine safe operating procedures and methods of completing the work when conditions are less than favorable.
- 6.3 **Drinking Water** - The County shall furnish adequate drinking water, paper cups, and containers for work crews of three or more employees engaged in physical labor. In addition, the County will arrange for a supply of ice during the months of June, July, August, and September, as a minimum.
7. **JOB POSTING/HIRING:** The following job posting and hiring policies shall be applicable to Union employment positions:
- 7.1 **Job Posting** - Permanent job vacancies will be filled by promotion from within the Public Works Department whenever possible. Therefore, all permanent job vacancies within the Boone County Public Works Department, supervisory jobs excluded, will be posted in the Public Works Department building for a period of not less than five (5) working days. The posting will list job title, compensation and minimum qualifications.
- 7.2 **Committee on Hiring/Promotion** - A hiring/promotion committee consisting of the Public Works Director or Division Manager, district supervisor or shop supervisor, and the two (2) union stewards shall screen all qualified applicants for the vacant position which have been referred to the Division Manager by the Human Resource Department and shall make its recommendations to the Director of Public Works as to which applicant shall fill the vacant position. The recommendation shall be based on applicants' qualifications to perform the job, past work history/evaluations, and length of service with the County. The Public Works Director shall when practicable fill the vacant position based on the committees report and recommendation. The decision of the Public Works Director on promotions may be grieved to the Public Works Director only. No grievances shall be permitted for newly hired employees.
- 7.3 **Qualifying Period for Promoted Employees** - Any employee promoted to a new position must serve a qualifying period of fifteen working (15) days in the new position. If at any time during this qualifying period it is determined by the Director or the Division Manager of the Public Works Department that the employee is not qualified for the position, or if the employee determines that he/she does not wish to continue in the new position, then the employee will be returned to his/her previous position in the Public Works Department.
- 7.4 **Probationary Period for New Employees** - All new employees shall be placed on probation for six (6) months which may be extended up to an additional three (3)

months at the discretion of the Director of the Public Works Department. Probationary employees shall receive a performance evaluation for each three month period of probation. At any time during the probationary period an employee may be dismissed if the supervisor feels that the work performed does not meet the requirements of the position. Upon completion of the probationary period or any extension thereof, the employee shall be made a permanent employee or dismissed. Dismissal of a probationary employee shall not be subject to the grievance procedures.

7.5 **Summer Assignments** - The position(s) of oiler operator(s) during summer months shall be assigned as a temporary summer position awarded to the most qualified employee at the wage rate of Maintenance Worker 4/(Operator).

7.6 **Crew Leader Designations** - Crew leader status may be assigned to an employee if management determines that the assignment is necessary to facilitate improved crew performance. An employee with crew leader status must directly supervise at least one or more employees and keep records for job accounting purposes. Duties shall include: on the job safety practices as stated in the employee handbook; directing other employees in performing tasks directly related to completing assigned projects, insuring that assigned equipment is maintained and used in a proper manner; and keeping job accounting records for management.

8. **COMPENSATION:** The County and Union agree to observe and abide by the following compensation policies:

8.1 **Base Salary** - Starting salaries will be based on the salary ranges presented below:

<u>Position</u>	<u>Range</u>
Maintenance Worker 4/(Operator)	16
Maintenance Worker 3/(Truck Driver)	15
Mechanic	19
Maintenance Worker 2/(Utility)	14

Base Salaries will be the base salary established by the County Commission for the range designated above for each classification. Base salaries will increase annually by the COLA (cost of living adjustment) as determined for all county employees. Crew leaders (positions designated by management) will receive a 5% pay premium for these responsibilities. Crew leader will be selected by management and shall serve in this position at sole discretion of management.

8.2 **Cost of Living Adjustment** - Employees will receive annual COLA increases as determined by the County Commission for all county employees.

- 8.3 **Skills-based Compensation Program** -The county shall annually fund the skills-based compensation program available to maintenance division employees to permit additional compensation to maintenance division employees who fulfill the various requirements of the skills-based compensation program. The guidelines and requirements for participation in the skills-based compensation program as well as increases in compensation based upon satisfactory completion of requirements shall be established and from time to time adjusted by the Skills-Based Compensation Program Committee under the Performance and Incentive Based Compensation Plan.
- 8.4 **Reassignment** - Employees may from time to time be reassigned up or down from their present job classification. The reassigned employee shall receive the same pay as his/her present job classification; provided, however, that if the employee is reassigned to higher job classification, he/she shall receive a 3% pay premium for each 80 hours in a pay period he/she works at the higher classification; employees will be eligible for the premium pay in the event the pay period includes a holiday and/or a safety day.
- 8.5 **Promotions** - Any employee promoted to a new position with a higher range will receive compensation computed by adding the difference in the base pay for the two ranges to the employees current salary (excluding compensation under the Skills Based Compensation Program or Crew Leader Compensation). Employees promoted must serve the required qualifying period before receiving any salary increase.
- 8.6 **Demotions** - It may become necessary to demote an employee who can no longer fulfill the responsibilities of their present position or in the case of reclassification or elimination of a currently filled position. Demotions are not to be used as a disciplinary measure. Compensation shall be reduced by taking the difference between the base pay of the two ranges and subtracting that amount from the employees current rate of pay.
- 8.7 **Pay Range Adjustments** - It is agreed that during 2001 the Union shop steward representatives, business manager and public works director shall conduct a job classification and compensation review based upon the results of a job classification and pay study conducted by an outside consultant retained by the County in order to identify and make recommendations to the Boone County Commission regarding assigned pay ranges for jobs classified under this agreement to be adopted and effective if and when positions are reclassified with adjustments in pay ranges on a county-wide basis.

(a) Existing positions with hourly rate of pay below the base salary for the new pay range established for any particular job classification shall be increased to the difference between base pay of the existing range and the new range, but in no event will any such pay increase exceed the maximum of the new range;

(b) If a pay range decreases below existing pay range, then the employee's maximum rate of pay shall not exceed the upper limit of the existing pay range from year to year until the upper limit of the new range is increased to exceed the upper limit of the existing range;

(c) If the current pay range for a classification remains the same and the employee's pay is above the upper level of the new range, then the employees rate of pay will remain the same without change until the upper level of the new range exceeds the employee's current pay;

(d) Employees whose current rate of pay exceeds the upper limit of any established pay range for a classified position shall nonetheless be entitled to additional compensation for participation in the skills-based compensation program, or crew leader compensation, or temporary step-up pay.

It is understood that in the event the county adopts a system of awarding pay increases within pay ranges for classified employment positions based upon length of employment, union employees shall be included in any such system to the same extent as other county employees.

9. **PAY PRACTICES & OVERTIME:** The following policies shall be applicable to payroll and overtime compensation:

9.1 **Pay Period** - The pay period begins 12:01 a.m. on Monday and ends at midnight Sunday night two weeks later.

9.2 **Pay Day** - All employees are paid bi-weekly and checks are distributed by the office manager and/or supervisors every other Friday (or on the last working day of that week). Checks will generally be available by 3:30 p.m. on pay day and at the County's option may be mailed to the employee or paid by direct bank transfer whichever the employee authorizes.

9.3 **Time Records** - Employees in this department are covered under the FLSA (Fair Labor Standards Act) and are required to submit time cards covering the County's biweekly pay period.

9.4 **Overtime/Compensatory Time** - It is agreed that the County is both capable and desirous of paying employees overtime compensation required under the FLSA and

would not permit employees to accumulate or use compensatory time-off except for the Union's special insistence that the Maintenance Division employees be permitted to accrue compensatory time-off in lieu of overtime pay. Accordingly, the provisions in this agreement as they relate to payment of overtime compensation and accrual of compensatory time-off have been specifically bargained for and are agreed to be a fair and reasonable compromise of each of the parties position on appropriate compensation for overtime work. In order to accommodate the Union's demand that overtime compensation be in the form of compensatory time-off, as well as the County's demand that overtime compensation be in the form of cash compensation, the parties agree to the following provisions:

- Any employee permitted to accrue compensatory time-off may upon written request exchange any or all amounts of accrued compensatory time for equivalent cash compensation the next available pay period after submission of such written request.
- Employees permitted to accrue compensatory time-off in lieu of overtime may accrue compensatory time-off year round but such compensatory time-off may only be used between October 1 and March 30 of each year. Unused accrued compensatory time-off existing as of March 30 shall be redeemed for cash payment unless the employee to whom it accrued elects to carry such accrued unused compensatory time-off over the following six month period beginning October 1; provided, however, that notwithstanding the foregoing prohibition on use of accrued unused compensatory time-off between April 1 and September 30, any employee having accrued unused compensatory time-off may redeem same for cash at any time upon written request as specified above.

All overtime, whether paid or accrued, and used as compensatory time-off, shall be subject to the following rules:

- 9.4.1 **Overtime Accrual** - Employees must be authorized by his/her supervisor to work overtime. Overtime on any job shall be allocated as evenly as possible, allowing all qualified employees to do the work. In order to facilitate an equitable system of granting overtime work, the County shall establish and maintain an overtime roster based upon offering overtime work based upon seniority among the persons within the same job classification and tracked on the basis of a) called but not available, b) called but work declined, c) called on and worked, and d) called but unable to contact at employee provided number. All employees required to work overtime will be given overtime pay or compensatory time dependent upon season at the rate of time and one-half (1.5). Family holidays worked will be given overtime pay or compensatory time dependent upon the season at the rate of two (2) times for each hour worked. Other holidays worked will be given overtime pay or compensatory time at the rate of time and one-half (1.5) for each hour worked. Family Holidays shall be: New Year's Day, Easter (if worked), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving (if a County holiday), and Christmas Day.

Employees called back to work after clocking out and leaving the premises shall be entitled to three hours overtime pay or compensatory time off regardless of time worked which shall be credited against time actually worked on the call-back. The hourly rate of overtime pay or compensatory time off for a call-back shall be based upon the employee's overtime/compensatory time status at the time of the call-back.

9.4.2 **Overtime Computation and Compensation** - Employees who actually work in excess of 8 hours in a day that does not include time off granted as a result of sick leave, vacation, comp time, or special leave may accrue overtime. The employee shall receive overtime hours for excess hours; overtime hours shall be multiplied by 1.5 and either paid or credited to the employee's compensatory time accrual. Employees with time in excess of 8 hours in a day that includes time off granted as a result of sick leave, vacation, compensatory time, or special leave shall not accrue overtime unless they actually work over 8 hours. Holidays will count as time worked for the purposes of computing overtime. An employee who has been on duty and who works past midnight shall have hours worked after midnight but before 7:00 a.m. the following day counted as hours worked for the prior day.

9.4.3 **Overtime Accrual and Compensation** - If the employee's compensatory time accrual is at or above 120 hours, the employee shall be compensated by FLSA overtime pay which shall be computed by multiplying the excess hours times the employee's current hourly rate and shall be paid to the employee no later than the next regular pay day after time sheets are submitted to the County Clerk. Accrued but unused compensatory time accumulated at the time the employee separates from service with the County shall be paid at a rate of pay equal to the greater of either the hourly rate at the time of termination or the average of the previous three (3) years hourly rates. Compensatory time-off in lieu of overtime pay may be banked up to 120 hours by each employee who so notifies the County in writing; otherwise, overtime time shall be paid as earned and accrued. Accrued and unused compensatory time accumulated as of March 30 of each year shall be paid in full the first payday falling on or following April 1 unless the employee makes written request that he or she wishes to defer use of such compensatory time until or after October 1 of the same year subject to the employees right to redeem such accumulated compensatory time for cash as provided herein.

Accumulated compensatory time may be taken off at the employee's request between October 1 and March 30 of each year under the same policies governing use of vacation (annual leave), and when it would not be unduly disruptive of department operations or create a hardship for the department.

9.4.4 **Productivity** - County and Union shall meet and confer as mutually deemed appropriate to discuss and decide matters relevant to employee productivity

and development of skill based compensation system.

10. **BENEFITS:** Permanent employees shall be eligible to participate in the following county employee benefit programs:
 - 10.1 **Health and Life Insurance** - Permanent employees are eligible to join the insurance plans offered by the County. Basic Insurance is available to the employee at no charge. Insurance coverage for dependent(s) is available to the employee at an additional cost. Detailed information concerning health insurance benefits is outlined in the Summary Plan Description, and all plan revisions. This material is available from the County Clerk's Office. Should the County Commission approve a leave of absence for more than thirty (30) days, the County shall pay the health insurance premiums of the employee only for up to ninety (90) days. Should a leave of absence be granted for more than ninety (90) calendar days, the cost of the insurance will be borne by the employee and the employee will pay those premiums to the County on a monthly basis. The premium the employee pays will be the same as charged to the County. The County shall carry the dependents of an employee only if the employee submits the payment for such coverage on a monthly basis. A steward will be notified of meetings of the County Trust Committee of the County Health Benefit Plan.
 - 10.2 **Retirement** - All permanent employees may be enrolled in the County's retirement plan and may enroll in any other existing additional voluntary retirement plan offered to County employees. Information on County retirement plans is available from the County Clerk's Office. County-wide Revisions to the Health/life Insurance Plan(s) and Retirement Plan will not be subject to the grievance procedure.
11. **TRAVEL REIMBURSEMENTS:** All Union employees shall be reimbursed for travel expenses in accordance with County reimbursement policies applicable to all other County employees for mandatory travel on County business or for voluntary travel on County business or training as and when authorized by management.
12. **WORK INCURRED INJURY/ILLNESS:** Any employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensable under the Missouri Workmen's Compensation Act shall be referred to as "an injured employee".
 - 12.1 **Injury Procedure** - Injured employees shall abide by the following procedures: An employee injured on the job and requiring medical attention may be referred to qualified medical care provided by the County medical plan or as chosen by the employee; In case of an emergency, the nearest medical help shall be solicited. The employee shall report incident to immediate supervisor within 24 hours, but no later

than three (3) working days, and the supervisor and employee shall complete necessary reports, as required. It is the responsibility of the employee to report immediately to the division head or foreman under whom he works, all injuries arising out of and in the course of his employment, regardless of the nature, severity, or cause.

- 12.2 **Time Away From Work** - An injured employee shall be excused from work without the loss of pay, vacation, or sick leave in order to obtain medical attention on the day an accident occurs which requires professional medical treatment and any subsequent treatment related to that injury during days he is working. All such absences shall be limited to the time required to obtain the necessary medical attention and employees may be required to furnish satisfactory proof of such medical attention. Upon the recommendation of the attending physician, the employee may be excused from work for the balance of the day on which the accident occurs or the balance of the day medical attention is first required. In the event an injured employee is unable to return to work the day following the date on which the accident occurs or on which medical attention is first required, such employee may use any accumulated vacation, sick leave or compensatory time (during time periods for which compensatory time is authorized) or may be granted leave without pay by the Administrative Authority. An injured employee who is unable to return to work and who has been granted a leave of absence shall continue to accumulate seniority and retirement credit and shall be permitted to accumulate vacation and sick leave allowances for a period not to exceed one year. Such vacation and sick leave allowances will be credited to the account of the employee only upon return to an active working status.
- 12.3 **Accident & Injury Susceptibility** - Individuals whose record shows a series of accidents and/or injuries shall have their accidents and/or injuries reviewed by employee's supervisor(s). Every effort shall be made to establish why an individual may have susceptibility to injuries or accidents, and the cause shall be addressed immediately. Individuals referred to herein shall cooperate fully in any record review required by this paragraph.
- 12.4 **Medical Information Release** - In the event medical information is requested of an employee in order to determine probable extent of incapacitation, length of absence, confirmation of medical review, progress in alleviation of a problem, or for similar reasons, an employee will be given reasonable time to arrange for release of said information to the medical authority designated by the County. If for some reason there is a second medical opinion requested, the cost of that opinion will be paid for by Worker's Compensation for cases involving on-the-job injuries. Second opinions requested by County required for other than on-the-job injuries will be paid for by the County. Upon securing the medical release, it shall be forwarded to the medical authority designated by County.

13. **ANNUAL LEAVE AND HOLIDAYS:** The following policies shall apply to use of annual

leave and paid holidays:

13.1 **Annual Leave** - Use of annual leave in excess of three (3) days should be scheduled at least two weeks in advance or in the case of an emergency by notifying the supervisor. The supervisor has the authority to reschedule vacations if necessary for the operation of the department. In the case of scheduling, employees with the most seniority will be given priority.

13.1.1 **Accrual** - Permanent, full-time employees shall earn and accrue annual leave as follows:

Completed years of service	Accrual Rate	
	Pay Period	Annually
0 year	3.0769 hrs	10 days
1 year	3.3846 hrs	11 days
2 years	3.6923 hrs	12 days
3 years	4.0000 hrs	13 days
4 years	4.3077 hrs	14 days
5 years--9 yrs	4.6154 hrs	15 days
10 years and after	6.1539 hrs	20 days

Permanent part-time employees accrue annual leave similar to above and prorated based on the budgeted hours for that position. Temporary/Summer employees do not accrue annual leave. If such employees become permanent without interruption of service they will be credited with annual leave from the date of initial hiring.

13.1.2 **Maximum Annual Leave Accrual** - On the anniversary date of employment, the accrued annual leave of each employee shall be adjusted so that no employee begins their next working year with more than two (2) times their annual accrual. Any accrued leave in excess of two times their annual accrual rate as of their anniversary date shall be forfeited. Employees who terminate service with the County and are rehired within one year accrue annual leave based on their original hire date. No employee may have a negative balance of annual leave or compensatory time. It is the responsibility of the employee to ensure that he/she has adequate leave balance before requesting leave time.

13.2 **Holidays** - The holidays for all county employees are set each year by the County Commission. At that time the County Commission may designate additional holidays or exchange holidays. All permanent employees shall receive holiday pay for those holidays which occur during the period of their employment. If a holiday falls on Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday. A copy of the County

Commission Order(s) setting annual holidays will be posted at the Public Works facility and provided to the Union representative for distribution to all personnel. The holiday pay benefit is eight (8) hours of regular pay for full time employees and pro-rated for permanent part-time employees based on the budgeted hours for that position. Holidays occurring within an employee's vacation or sick leave will not be chargeable to the employee's vacation or sick leave. An employee who is absent from work without authorized leave the day before or the day after a holiday shall lose pay for the holiday as well as pay for the day off without authorized leave.

14. **LEAVE OF ABSENCE WITH PAY:** The following policies shall be applicable to paid leaves of absence:

14.1 **Sick Leave** - Employees are permitted to accrue sick leave; When taking sick days, the staff supervisor must be notified each day no later than 7:00 a.m. on the day taken off. If the staff supervisor does not receive this notification, the employee will be charged with an unauthorized absence. Frequent use of sick leave may result in request of a doctor's slip and/or disciplinary action. Sick leave may be used when an employee is (1) sick or injured; (2) requires medical or dental care; (3) to attend to a member of his/her immediate family who is ill - mother, father, sister, brother, wife, husband, son, daughter, father-in-law, mother-in-law, or any other relation who lives in the same house as the employee, (4) pre-natal and post-natal care; (5) death in the immediate family (beyond three (3) days funeral leave).

14.1.1 **Accrual** - Sick leave will be accrued at the rate of one day a month for full time employees, and pro-rated for permanent part-time employees based on the budgeted hours for that position. There will be no limit on the amount of sick leave which may be accrued during a term of employment, but all accrued sick leave will be forfeited upon termination of employment. Temporary/Summer employees do not accrue sick leave. If such employees become permanent without interruption of service they will be credited with sick leave from the date of initial hiring.

14.1.2 **No Exchange of Sick Leave** - Sick leave may not be exchanged for compensatory time, money, pay, vacation time, or "cashed in" upon termination. No employee shall be compensated for sick leave claimed or taken during vacation leave. No employee may have a negative balance of sick leave. It is the responsibility of the employee to ensure that he/she has adequate sick leave balance.

14.2 **Jury Duty** - Employees shall be permitted to attend jury duty as required by law; no deduction will be made from an employee's wages or salary because of service as a juror.

14.3 **Funeral Leave** - Upon the death of a member of an employee's immediate family -

mother, father, sister, brother, wife, husband, son, daughter, daughter-in-law, son-in-law, mother-in-law, father-in-law, or grandparent, immediate notification to the appropriate supervisor of the family member's death will warrant verbal approval of a maximum of three days time off funeral leave. If the deceased is a relative other than listed above or a close personal friend, the employee may be granted paid time off to attend the funeral, not to exceed one-half working day.

14.4 **Annual Military Leave** - Employee will be allowed paid leave for annual military service as required by law.

14.5 **Education and Training** - Employees may be granted leave of absence with pay to attend seminars, conferences and short-term classes which are job related. It is the general policy that if a training school or course is offered which will benefit an employee on his job, as well as the County, the County will pay the enrollment fee, plus other necessary expenses related to the training. (Expense reimbursements must be approved in advance by the Public Works Director and may be subject to other County policies.)

14.6 **Voting** - Employees (who are properly registered voters) shall be granted leave of absence with pay to vote on any election day if due to work scheduling they would not be able to vote otherwise.

15. **LEAVE OF ABSENCE WITHOUT PAY:** The following policies shall be applicable to unpaid leaves of absence: a leave of absence without pay may be granted when the requirements of the department permit and when such leave is for prolonged illness or injury extending beyond accumulated vacations or sick leave, maternity cases, or for any exceptional personal reason if recommended by the departmental supervisor or County Commission. A request for leave of absence must be presented in writing to the department supervisor at least one week in advance of the leave specifying reasons for leave and length of leave. No leave of absence without pay shall be approved until all accrued annual leave and compensatory leave has been used. All leaves of absence without pay of thirty (30) calendar days or more must be approved by the County Commission. Leaves of absence of less than thirty (30) days may be handled as an excused absence by the Director of Public Works.

15.1 **Reinstatement after Leave of Absence** - Upon expiration of a leave of absence, the employee shall be eligible for reinstatement to his former position or to one of similar requirements and compensation subject to the following conditions: a) should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available, and b) failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of employee's services.

Employees returning from a leave of absence of less than thirty (30) days duration will be returning to their former position. Any position changes will be handled by the layoff procedure.

- 15.2 **Continuation of Benefits** - All insurance benefits will continue to accrue during leaves less than thirty (30) days in length. For an approved leave of absence of more than 30 days, the County shall pay the health insurance premiums of the employee for up to ninety (90) days. Should a leave of absence be granted for more than ninety (90) days, the cost of insurance will be borne by the employee and the employee will pay those premiums to the County on a monthly basis as they become due starting with the fourth month. The premiums shall be at the same rate as normally paid by the County for said employee. The County shall continue to insure the dependents of an employee only if the employee pays the premium for dependants monthly as they become due. No type of leave will be earned during periods of leave without pay.
 - 15.3 **Absence Without Leave or Failure to Return to Work** - No employee may be absent from duty without permission from his immediate supervisor. An employee absent for three days without notice shall be considered resigned, or have his employment terminated without notice as of his last day of actual employment.
 - 15.4 **Administrative Guidelines for Leaves in Excess of 30 Days** - A leave of absence may be granted for a period not to exceed one year. Each quarter management will review the status of the employee and employee will report to management his status. Extensions of approved leaves of absence, not to exceed an additional one (1) year must be approved by the County Commission, with quarterly review as stated above.
16. **LAYOFFS/TERMINATION:** The following policies shall be applicable to Union employee work layoffs and employment termination:
- 16.1 **Layoff** - Management may layoff employees when necessary due to changes in duties or lack of work or funds. When a layoff is required, it will be based on length of service with the County. Such layoff will not be considered to be disciplinary action. More senior employees whose positions are being effected by layoff will have the option of down-grading to a lower job classification or upgrading to a higher job classification (if qualified). A two week written notice of layoff will be given by the County to regular employees except in the case of an emergency. However, persons employed on the seasonal or temporary employment basis may, at the time they are employed, be given a verbal statement as to when the date of employment is expected to end, and this will serve as their notice of a layoff date and will meet the requirement of notification. Rehires will be affected in the reverse order of layoff provided qualifications are adequate. "Qualified" for this purpose will mean that the employee has previously held the job or can perform the job satisfactorily within a period of ten (10) days, as determined by management.

16.2 **Termination** - Employees may be terminated for cause subject to the grievance procedure, resign or terminate due to death. To resign in good standing, an employee shall submit his/her resignation in writing at least two (2) weeks before the effective date of his/her resignation. Upon the death of an employee, designated survivors and/or the estate of the deceased employee shall receive the employee's final payroll check including accumulated leave payment. The official date of termination shall be the date of the employee's last day in attendance of work. All employees who leave the service of the County for any reason shall receive all pay which may be due to them, with the following qualifications: a) Employees who leave before completing their six (6) months probation shall not be entitled to any vacation pay, b) Permanent employees who terminate will be paid for all time actually worked, vacation pay, and earned compensatory time, and c) Final payment to the employee shall be made at the County's next regular pay period, unless a written request is submitted by the employee to the County payroll clerk for payment within 24 hours.

17. **DISCIPLINARY ACTIONS:** It is the County's general practice not to make an unwarranted dismissal or termination. From time to time, it may be necessary to enforce the County's rules fairly and consistently. Violation of rules could result in disciplinary action according to the frequency, seriousness and circumstances. The County shall not terminate or suspend any regular full time employee without just cause. The County shall provide the employee a pre-termination meeting and notify the employee in writing of the termination. A copy of the termination notice will be mailed to the Union office.

17.1 **Progressive Disciplinary Procedure** - The following Schedule of Disciplinary Actions indicates the action(s) which will be taken for various rule violations. All violations will be provided to the employee in written form. Employees, at their option, will have the opportunity of meeting with their supervisor, the Public Works Director or his/her designated representative and another employee or steward of their choice to discuss the violation. Offenses other than those specifically listed will result in disciplinary action consistent with the severity of the violation as determined by management.

SCHEDULE OF DISCIPLINARY ACTIONS

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Assault on supervisor or another employee	Discharge		
Drinking alcoholic beverages while on duty	Discharge		
Illegal drug use while on duty	Discharge		

Falsifying department records	Discharge		
Theft of property from department or other employee	Discharge		
Threatening or intimidating other employees or supervisor	Written Warning	Suspension	Discharge
Removal of department records	Discharge		
Fighting or attempting to provoke a fight while on duty	10-day suspension	Discharge	
Discourteous treatment of public	Written Warning	3 day suspension	Discharge
Intentional misuse or abuse of department property	3 day suspension	Discharge	
Disregard of safety rules	3 day suspension	10 day suspension	Discharge
Failure to wear specified safety equipment	Verbal Warning	Written Warning	Discharge
Insubordination by refusing a supervisor's order	3 day suspension	Discharge	
Sleeping while on duty	3 day suspension	Discharge	
Deliberately restricting individual or crew performance	Written Warning	Suspension	Discharge
Smoking in unauthorized area	Verbal Warning	Written Warning	Discharge
Unauthorized absence	Written warning	3 day suspension	Discharge

Failure to follow specified job instructions	Verbal Warning	Written Warning	Suspension/Discharge
Inability or unwillingness to work harmoniously with other employees	Written Warning	3 day suspension	Discharge
Pattern of unexcused lateness	Verbal Warning	Written Warning	3 day Suspension
Pattern of stretching breaks or otherwise wasting time	Verbal Warning	Written Warning	3-day Suspension
Deficient Performance	<p>An immediate Performance Review and Job Review will be performed. A mutual course of action will be determined by the employee and management.</p> <p>Ex. Additional training as might be required to correct deficiencies. 30 day probationary period to correct performance deficiencies. Reassignment to another position. Discharge if deemed to be only remedy.</p>		

>>> NOTE: ALL SUSPENSIONS WILL BE WITHOUT PAY.<<<

17.2 **Special Provision for Traffic Violations** - If an employee is convicted of violating the traffic laws of any state, county, or city while operating a County vehicle and such conviction results in the assessment of one or more points on the employee's Missouri Department of Revenue driving record, then said employee shall take a defensive driving course. The fee for said course will be paid by the employee who shall be reimbursed by the County when the employee has successfully completed the course, provided, however, that if the employee is convicted of a violation for defective County-owned motor vehicle equipment or for an over-dimension County-owned vehicle, then the County will reimburse the employee for the fine and court costs for such violation, not require the employee to take a defensive driving course due to the violation, and assist the employee in having his driving record corrected if points are erroneously assessed due to such violation.

18. **SAFETY POLICIES:** All County employees shall be responsible for implementation of job assignments in the safest manner possible. Prime consideration shall always be given to safety in operation. All County employees shall be thoroughly familiar with safety requirements and practices for their respective assignments, actively participate in safety practices, and immediately report unsafe or potentially dangerous conditions and accidents

or injuries to their supervisors.

Horseplay, wrestling, practical jokes, or any hazing of co-workers constitutes a violation of safety practices and shall be cause for appropriate disciplinary action. Employees shall also report any moving traffic violations while driving a County vehicle to his/her immediate supervisor within three days. Failure to do so will result in disciplinary action.

Safety features of Public Works equipment will be utilized and safe operating procedures will be observed as necessary for the maximum safety of the employee and the public.

18.1 **Safety Equipment** - The following notices concerning safety equipment shall be applicable:

18.1.1 **Seat Belts** - All personnel, regardless of status, who operate, or ride as a passenger in, a County vehicle equipped with seat belts shall have the seat belts in proper use and operation when the said vehicle is in motion.

18.1.2 **Safety Vests** - All personnel, regardless of status, shall wear an approved safety vest at any time they are outside their County vehicle and exposed to traffic or in a work zone.

18.1.3 **Hard Hats** - All personnel, regardless of status, shall wear an approved hard hat at any time they are outside of their vehicle and within the confines of an established work zone where work is actively OR routinely performed overhead. An established work zone shall be defined as the entire area between any traffic control devices which are located nearest the work area. In addition, hard hats shall be worn in areas where head protection is required by OSHA or any other safety regulations. All personnel will be expected to observe any work areas not specified in this policy and wear hard hats where any overhead activity is being actively or routinely performed.

18.1.4 **Earplugs** - Personal Safety Equipment such as earplugs, safety glasses, etc. will be utilized as necessary for the maximum safety of the employee.

18.2 **Safety Meetings** - All employees are expected to take part in safety training opportunities. Absences from safety training held during normal working hours will be considered unauthorized unless approved in writing by the Public Works Director. Absences will be evaluated on a case by case basis. Safety meetings shall be held regularly at approximately one month intervals.

19. **COUNTY VEHICLES:** The following policies shall be applicable to use of county

vehicles:

- 19.1 **License Check** - Employees must sign a release annually authorizing the Sheriff's Department to perform a license check of the employees driving record.
 - 19.2 **Usage** - All employees who drive County equipment must have a valid Missouri Driver's License and any other licenses(s) that might be required by law for the performance of their normally assigned duties. All Public Works employees will travel to and from work sites in a County vehicle. No persons other than County employees are permitted to ride in a County vehicle unless approved by the Public Works Director. No personal vehicle will be used unless approved by the supervisor and/or the Public Works Director. County employees may use their assigned vehicle to stop for a coffee or soda break, or for lunch, as long as the place where they are stopping is not out of their way. No private use of a County vehicle is allowed.
 - 19.3 **County vehicles involved in accidents** - In case of an accident involving a County owned vehicle, the employee or the affected supervisor must notify the appropriate traffic enforcement agency as soon as possible. The employee shall obtain, if possible, the name and address of the party/parties involved and any witness(es). The circumstances of the accident should not be discussed with anyone. Employees who are involved in an accident while driving a County vehicle, that is his/her fault, will be required to take the Defensive Driving Course. The employee will pay the full enrollment fee and upon the successful completion of the course, the County will reimburse the employee the full enrollment fee. The course will be taken on the employee's own time.
 - 19.4 **Loss of Driving Privileges (County Vehicles)** - An individual's driving habits indicate the level of risk which may be incurred by the County while the individual is operating motorized equipment in an official capacity. Any employee who drives a motor vehicle or operates equipment on county roads may do so only so long as the employee has a valid motor vehicle operator's license or commercial driver's license as may be required by law. Subject to County alcohol and controlled substance testing rules, the County Commission through the Public Works Director may reassign to a nondriving position any employee whom it reasonably believes has a substance abuse problem and require that such employee obtain a substance abuse evaluation and/or counseling or such other treatment as may be recommended by a licensed psychologist, physician, or other professional as may be mutually agreed upon, as condition to maintaining employment with the Public Works Department and/or returning to a driving position.
20. **PERSONNEL FILES:** A complete personnel record on each employee will be maintained by the Public Works Office. The personnel record shall contain information including but not limited to Job Application, Resume (if submitted), Classification & Salary Changes, Special Leave of Absence(s), Transfer Requests, Performance Evaluations, Achievements,

Disciplinary Actions, All reports related to appeals or disputes, and other pertinent information.

Biweekly time records including time sheets/time cards, payroll summaries, etc. will be considered a part of the personnel file, although maintained outside of these files.

20.1 **Access to Personnel File** - An individual's personnel file is open to the employee upon written request to the Public Works Director. Copies can be requested by the employee and will be made at the convenience of the Public Works office. The employee's name, title, date of employment and salary range information contained in the employee's personnel file can be released to persons other than supervisory personnel only with written approval signed by the employee and the Public Works Director.

20.2 **Storage of Personnel Files** - Personnel files of all employees shall be maintained for a period of at least five (5) years or as required by law or regulation following the termination of employment.

21. **INTERPRETATION CONSISTENT WITH LAW:** The provisions of this Memorandum of Understanding shall in all respects conform with and be construed to conform with all applicable federal, state and local laws.

22. **SAVING CLAUSE:**

This Understanding shall be in effect from January 1, 2001 through December 31, 2003 and shall continue in full force and effect on a three (3) year basis hereafter unless written notice to change, revise, or terminate this Memorandum of Understanding is served by either party upon the other party sixty (60) days prior to the ending date of this Memorandum of Understanding. Should the County elect at least two (2) new Commissioners, they may, at their option, open up the Memorandum of Understanding for discussion by serving written notice to the Union within ninety (90) days following their taking office. Either party may submit written notice to change, revise, or terminate this memorandum and submit in question; provided, however, that in the event timely written notice to change, revise, or terminate this Memorandum of Understanding is served on either party, negotiations pursuant thereto shall commence no earlier than the first day of October of the year in question.

5th IN WITNESS WHEREOF the undersigned have hereunto executed this agreement this February, 2001.

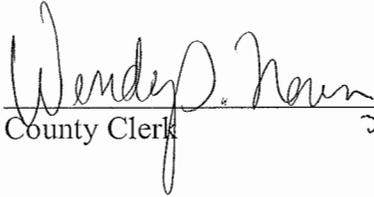
**PUBLIC SERVICE EMPLOYEES
LOCAL 1274**

By Tracey N. Jones

ATTEST:

BOONE COUNTY COMMISSION

Don Stamper
Don Stamper
Presiding Commissioner



County Clerk



Karen Miller
District I Commissioner

APPROVED AS TO FORM:



Skip Elkin
District II Commissioner

County Counselor

BOONE COUNTY, MISSOURI

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

February Session of the February Adjourned Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 5th day of February 20 01

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a request for Easements for AmerenUE for the purposes of a gas regulation building on the described property and authorize the Presiding Commissioner to sign the documents.

Done this 5th day of February, 2001.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Don Stamer
Don Stamer
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

101 Madison Street
PO Box 780
Jefferson City, MO 65102

Ameren Services

January 17, 2001

Don Stamper
Presiding Commissioner
801 E. Walnut St.
Columbia, MO 65201

RE: AmerenUE Easements

This spring, Ameren Energy will be constructing a gas turbine Energy Center for the City of Columbia and AmerenUE will be providing the natural gas to fuel the Energy Center. In connection with supplying the natural gas, AmerenUE needs to construct a gas regulator station and a 12" steel gas line from the gas regulator station to the Energy Center.

You indicated in our meeting in December that the County would be willing to work with AmerenUE on locating the gas regulator station along the West line of the County's property adjacent to Highway 63. AmerenUE is requesting from the County, a gas regulator station easement, a roadway easement, and a gas pipeline easement. Copies of the easements and a survey drawing indicating the location of the easements are enclosed. Also enclosed is a picture of AmerenUE's Clark Lane Regulator Station enclosure which would be similar to the proposed regulator system.

Please present this proposal to the Commission for their review and approval. If you need additional information or would like to meet, please give me a call.

Sincerely,

Mark C. Jordan

MARK C. JORDAN
Senior Real Estate Agent,
Ameren Services Company
As Agent for AmerenUE
573 / 681-7246
FAX 573 / 681-7485

MCJ:slh

Enclosures

done 2/13/01
Melvin
Please note that the attached easements are signed & notarized and mailed to Mark Jordan at the address shown in this letter. Thanks

jl



*William
Musselwhite
first read
Vote on ammend*

RECEIVED

JAN 17 2001

Boone County Commission

ROADWAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Boone County, Missouri, a political subdivision of the state of Missouri, by its County Commission, and its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals or a corporation, for and in consideration of the sum of ten dollars(\$10.00) hereby grant unto UNION ELECTRIC COMPANY, a Missouri corporation, d/b/a AmerenUE, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to a "Grantee"), the perpetual right and easement to construct, reconstruct, use, and maintain a roadway including the spreading of rock on, over, and across the following described land, to-wit:

A 15-FOOT WIDE STRIP OF LAND ACROSS PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

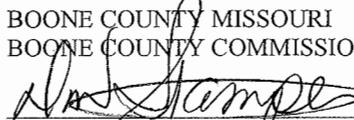
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SO°16'22"W, ALONG THE SECTION LINE, 1005.17 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N89°44'14"W, 691.89 FEET TO THE POINT OF TERMINATION.

This Easement shall be used as a roadway to provide ingress and egress to and from AmerenUE's gas regulator station located on the West end of the above-described easement; provided, however, that by acceptance of this easement, Grantee, its successors and assigns, hereby agree that Grantor, its successors and assigns, may require relocation of said easement of ingress and egress at Grantee expense upon written notice to the Grantee, its successors or assigns, in the event Grantor, or its successors and assigns, determines it necessary for the economic and beneficial use of the dominant estate so long as said relocated easement provides reasonable alternative ingress and egress for Grantee's purposes and use of its gas regulator station. Further, in the event the Grantee's or the Grantee's successor or assign ceases using the Grantor's easement for a gas regulator station, than said easement of ingress and egress shall thereafter cease to exist or be effective.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that it is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein state, and (3) that it will not create or permit any obstruction of any kind or character that will interfere with said roadway easement for any of the purposes aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto executed the foregoing easement by its duly authorized officials on the day and year first above written.

BOONE COUNTY MISSOURI
BOONE COUNTY COMMISSION


DON STAMPER, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 13th day of February, 2001, before me personally appeared Don Stamper, as Presiding Commissioner of the County Commission of Boone County, Missouri, and to me known to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the within instrument under authority established by law and by order of the County Commission for the purposes therein stated on behalf of Boone County, Missouri.



Notary Public

My Commission Expires: _____

MELANIE STAPLETON
Notary Public-Notary Seal
State of Missouri
County of Boone
My Commission Expires December 2, 2002

EASEMENT

GAS PIPELINE

KNOW ALL MEN BY THESE PRESENTS,

that BOONE COUNTY, MISSOURI,
a political subdivision of the State of Missouri

its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of TEN & 00/100 * DOLLARS (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does grant unto UNION ELECTRIC COMPANY, a Missouri corporation, d/b/a AmerenUE, its successors and assigns (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, inspect, add to the number of, and patrol a natural gas line or lines consisting of piping, hardware, valves and other appurtenances thereto, upon, over, across, and under the following described land, to-wit:

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S0°16'22"W, ALONG THE SECTION LINE, 3.63 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S0°16'22"W, CONTINUING ALONG THE SECTION LINE, 51.81 FEET; THENCE S75°04'32"W, 120.20 FEET; THENCE S89°48'43"W, 426.89 FEET TO A POINT 25.00 FEET FROM THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63; THENCE PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63 THE FOLLOWING COURSES: S87°08'09"W, 257.35 FEET; THENCE S48°19'25"W, 32.09 FEET; THENCE S10°26'36"E, 460.08 FEET; THENCE S2°35'05"E, 352.69 FEET; THENCE S2°31'09"E, 33.86 FEET; THENCE LEAVING SAID PARALLEL LINE, N87°28'51"E, 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63 THE FOLLOWING COURSES: THENCE N2°31'09"W, 33.85 FEET; THENCE N2°35'05"W, 350.96 FEET; THENCE N10°26'36"W, 472.44 FEET; THENCE N48°19'25"E, 54.98 FEET; THENCE N87°08'09"E, 266.74 FEET; THENCE N89°48'43"E, 265.05 FEET; THENCE N0°53'34"E, 25.00 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63, N89°48'43"E, 155.49 FEET; THENCE N75°04'32"E, 127.32 FEET TO THE POINT OF BEGINNING.

along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to remove or cause to be removed at any time and from time to time, any and all brush, bushes, trees, roots, undergrowth, rock or other obstructions upon, over or under the surface of said easement area and of the premises of Grantor adjoining the same which in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said line or lines; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said line or lines by any other person, association or corporation for the purposes hereinabove set out; and with the further right at any time and from time to time, to remove any or all of the said line or lines, and appurtenances thereto located upon, over, across or under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any obstruction of any kind or character that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the Grantor has hereunto executed the foregoing easement by its duly authorized officials on the day and year first above written.

BOONE COUNTY MISSOURI
BOONE COUNTY COMMISSION

Don Stamper
DON STAMPER, Presiding Commissioner

ATTEST:

Wendy
², County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 13th day of February, 2001, before me personally appeared Don Stamer, as Presiding Commissioner of the County Commission of Boone County, Missouri, and to me known to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the within instrument under authority established by law and by order of the County Commission for the purposes therein stated on behalf of Boone County, Missouri.

Melanie Stapleton
Notary Public

My Commission Expires: _____

MELANIE STAPLETON
Notary Public-Notary Seal
State of Missouri
County of Boone
My Commission Expires December 2, 2002

GAS REGULATOR STATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

that BOONE COUNTY, MISSOURI,

a political subdivision of the State of Missouri

its successors and assigns, whether one or more and whether an individual, corporation, or other legal entity or entities (hereinafter "Grantor"), for and in consideration of the sum of * *
TEN & 00/100 DOLLARS (\$10.00)

and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does grant unto UNION ELECTRIC COMPANY, a Missouri corporation, d/b/a AmerenUE, its successors and assigns (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, inspect, renew and remove, a gas regulator station consisting of piping, hardware, valves, and other equipment for regulating gas, and appurtenances thereto, including without limitation a building or enclosure, and pipelines to serve said station consisting of fittings, valves, pipes, and appurtenances; said gas regulator station and appurtenances to be located upon, over, and under the following described land owned by Grantor in Boone County, State of Missouri:

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

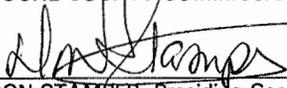
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S0°16'22"W, ALONG THE SECTION LINE, 1005.17 FEET; THENCE N89°44'14"W, 691.89 FEET TO A POINT 50.00 FEET FROM THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63; THENCE S2°31'09"E, PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE, 7.50 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S87°28'51"W, 50.00 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N2°31'09"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 50.00 FEET; THENCE N87°28'51"E, 50.00 FEET; THENCE S2°31'09"E, PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above-described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to remove or cause to be removed at any time and from time to time, any and all brush, bushes, trees, roots, undergrowth, rock or other obstructions upon, over, or under the surface of said easement area and of the premises of Grantor adjoining the same which, in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of said gas regulator station or appurtenances; and the right to license, permit, or otherwise agree to the use or occupancy of said easement or any portion thereof by any other person, association, or corporation for the purposes hereinabove set out.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above-described land and has both right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any obstruction or condition upon Grantor's premises which will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the Grantor has hereunto executed the foregoing easement by its duly authorized officials on the day and year first above written.

BOONE COUNTY MISSOURI
BOONE COUNTY COMMISSION



DON STAMPER, Presiding Commissioner

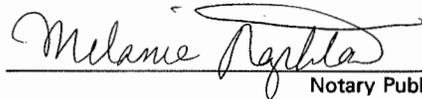
ATTEST:



, County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 13th day of February, 2001, before me personally appeared Don Stamper, as Presiding Commissioner of the County Commission of Boone County, Missouri, and to me known to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the within instrument under authority established by law and by order of the County Commission for the purposes therein stated on behalf of Boone County, Missouri.



Notary Public

My Commission Expires: _____

MELANIE STAPLETON
Notary Public-Notary Seal
State of Missouri
County of Boone
My Commission Expires December 2, 2002