

BOONE COUNTY, MISSOURI

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 955

COLLECTIVE BARGAINING AGREEMENT

2020-2022

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COLLECTIVE BARGAINING AGREEMENT

Now on this day the County Commission of Boone County, Missouri, (herein "County") and Laborers' International Union of North America, by and through Laborers' Local 955 office, (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 Agreement the means of continued good relations between the employees of the Boone County Road & Bridge Department covered by this Agreement and Boone County.

1. **MANAGEMENT RIGHTS:** Except as otherwise specifically provided in this Agreement, 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. Except as there is contained in this Agreement an express provision which, properly interpreted, specifically surrenders, curtails, or limits the rights or discretion of the County, all rights, functions, and prerogatives of the County formerly exercised or which was exercisable by the County remain vested exclusively in the County. Without limiting the generality of the foregoing, these rights that are reserved include, but are not limited to the following: to plan, direct, control and determine all of the operations and services of the County; to determine the County's budget and budgetary priorities; to supervise and direct the work forces; to establish and amend the qualifications for employment, job duties, job descriptions, and to employ employees; to lay off employees; to schedule and assign work, including different shifts; to assign overtime; to determine the methods, means, organizations and number of personnel by which operations are conducted; to maintain the efficiency of County operations; to determine whether services shall be made or purchased, including the right to contract with external entities for such services; to make, alter, enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for any causes not specifically precluded by this Agreement; to change or eliminate existing methods, equipment, or facilities; to require an employee to submit to a drug or alcohol test in accordance with drug and alcohol policy established by the County; to take whatever action as may be necessary in situations of emergency; and to carry out the objectives of the County. Nothing in this Agreement shall be construed to limit managers or supervisory staff from performing bargaining unit work at any time provided it does not displace any bargaining unit employees.

The term "rights or functions of management" shall further include but not be limited to the following:

- 1.1 **General Welfare** - The right to determine safety, health, and property protection measures for the Road & Bridge Department.
- 1.2 **Employee Numbers** - The right to determine the number of employees necessary for the operation of the Road & Bridge Department.

- 1.3 **Work Schedules** - The right to establish, modify or change work schedules, including assignment of overtime. Employees may not refuse overtime assignments, except that Management may approve an excuse from an overtime assignment.
- 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 Road & Bridge 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 Road & Bridge 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.

In addition to the management rights set out above, the County and the Union agree that certain aspects of the working conditions of employees are controlled outside the operation of this CBA and will not trigger any obligation to meet and confer under the CBA as there are adequate processes and procedures for notification and communication of any concern by the Union to the County and/or the County does not control the decisions of those bodies. This paragraph applies to the following, which may have an impact on employees under the CBA: County Employee Retirement Fund (CERF) policies and procedures; County-wide Personnel Policies (provided a union steward is included as an ex-officio member of the Personnel Advisory Committee); decisions of the Health Trust regarding health insurance benefits and premiums; workers' compensation committee policies; and policies required by the County's insurer.

- 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 Road & Bridge 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 **Union Membership** – Employees are eligible to join the Union after completing their 6-month probationary period.
 - 2.3 **Agreement Ratification** - The agreement reached between the County and the Union will be signed within thirty (30) days of being ratified by the union.
 - 2.4 **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 **County-wide Personnel Policies** – The County maintains a series of county-wide personnel policies that are memorialized in a Personnel Policy Manual which is maintained by the County Human Resources Department. The topics covered by those policies are, whenever possible, not addressed separately in this document, it being the intent that those policies, as adopted and amended from time to time by the County Commission, shall be applicable to all County 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 Agreement, such dispute shall be memorialized on forms provided by the Union, which shall be completed in their entirety and signed off on by a shop steward, which shall then 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 five (5) working 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 **Management Review** - If the matter is not settled following the above meeting, a written request for further review shall be signed by the employee(s) and the Union representative and presented to Management within ten (10) working 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 fifteen (15) working 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) working 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 Road & Bridge 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 the County facilities at 780 E. Hwy 124, Hallsville, Boone County, Missouri and/or 5551 S. Tom Bass Road, Columbia, Boone County, Missouri, for a reasonable length of time during working hours for discussion with employees for the purpose of investigation or handling grievances, Agreement administration, and distribution of Union literature, but shall not hinder or interfere with the progress of work. Also, the Union representative shall make his/her presence on County facilities known to the appropriate supervisor. If a meeting is to be conducted during working hours, the Union representative shall make his/her presence known to management in advance of said meeting and the parties will cooperate to prevent any disruption to the scheduled work.
- 3.8 **Stewards** - The Union will furnish to the County and Management of the Road & Bridge Department, in writing, the names of three (3) employees designated as stewards who are authorized to act in behalf of the Union. One (1) 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 policies.
- 3.10 **Workplace Policies** - Employees are expected to comply with and adhere to all county-wide workplace policies. 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 \$1,750.00 for approved tool purchases or insurance against loss for personal tools stored on County property. Mechanics should note that personal tools are not insured against loss by the County and the mechanic bears the risk of loss for any tools. Union supports the County in transitioning to county-provided tools for new hires into the mechanic positions and phasing-out the tool allowance for any new mechanics.
- 3.12 **Clothing Allowance** – Payable in April of each year, a lump sum of \$225 per year shall be paid to each active employee not provided with uniforms for the purpose of supplementing the costs of purchasing jeans and boots needed for the job. Employees are expected to wear 1) full length pants that are in good condition and free of large holes or tears and 2) heavy leather boots or shoes. The lump sum payment will be taxed and included on the employee's W-2 tax form. Shop employees who receive a uniform service will be eligible to receive the \$50 portion of the allowance designated to offset a portion of the cost of boots. If a decision is made by the County or shop employee to discontinue the uniform service in a future budget year, the employee will be eligible to participate in the full clothing allowance.
4. **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 workday schedule shall be observed:
- 5.1 **Work Week and Work Hours** - The workweek shall begin on Monday at 12:01 a.m. and end at midnight the following Sunday. Employees will normally be scheduled to work forty hours during the established workweek. The normal workday will be from 7:00 a.m. to 3:30 p.m., Monday through Friday during the winter and 6:00 a.m. to 4:30 p.m., between Monday and Friday, during the summer.
- 5.2 **Lunch & Breaks** - Employees working a minimum of eight (8) hours regularly-scheduled in one day shall be entitled to two 15-minute breaks and a lunch period

of one-half hour per day, with the specific times for such breaks and lunch period to be reasonably determined by the work schedule.

- 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. Any request for use of vacation leave must be accompanied with advance notice of at least 24 hours. If the staff supervisor does not receive the notification set out herein, the employee will be charged with an unauthorized absence unless Management decides, after request for review by the employee, that an emergency situation prevented calling by that time.
 - 5.5 **Job Site Reporting** - At the discretion of the supervisor, employees may be required to report to an assigned job site rather than a Road & Bridge Department facility 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 at the beginning of their shift. 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** - Job vacancies for positions which are subject to this CBA will be filled by promotion from within the Road & Bridge Department when, in the opinion of management, there are qualified, internal candidates. Therefore, all job vacancies within the Boone County Road & Bridge Department for positions subject to this CBA, supervisory jobs excluded, will be posted in the Road & Bridge Department building for a period of not less than three (3) working days. The posting will list job title, compensation, and minimum qualifications
- 7.2 **Participation in Hiring/Promotion Process** - One (1) union steward shall participate with supervisory/management staff in the screening of all qualified applicants as referred from the Human Resources Department. The recommendation shall be based on applicants' qualifications to perform the job, past work history/evaluations, and length of service with the County. Management shall when practicable fill the vacant position based on the committee's report and recommendation. The decision of Management on promotions may be grieved to Management only. No grievances shall be permitted for employees on probationary status.
- 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 Management of the Road & Bridge 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 Road & Bridge Department. It is understood that anyone who fills a position that becomes vacant due to another employee's promotion is under a "temporary assignment" pursuant to Section 8.3 of this CBA and may be reassigned back to their former position by operation of this Section 7.3.
- 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 six (6) months at the discretion of Management of the Road & Bridge 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 regularly scheduled employee or dismissed. Dismissal of a probationary employee shall not be subject to the grievance procedures.

7.5 Crew Leader Designations –

Crew Leader status may be assigned by management in their discretion to employees if management determines that the assignment is necessary to facilitate improved crew performance. Additional employees given Crew Leader status must directly supervise at least one or more employees and shall be paid the Crew Leader premium only for hours worked in the role of Crew Leader.

All Crew Leaders must 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.

Crew leaders shall receive a \$2.00 per hour pay premium for these responsibilities as provided for above.

8. **COMPENSATION:** The new Salary Range schedule and other policies adopted in Commission Order 567-2014 and Commission Order 513-2018 are incorporated herein by reference and made a part of this Agreement, except as specifically provided for otherwise as set out in paragraph 8.1 of this Agreement.

8.1 **Base Salary** - Starting salaries will be based on the salary ranges and positions adopted in the county-wide pay plan. Salary increases shall be granted in accordance with the following general principles:

- To the extent of appropriations available for this purpose, the County will contribute 2% of an employee's salary to the CERF pension program for employees who are required to contribute 6% of their salary to that program.
- Employees will be hired at 80% of the midpoint of the salary range.
- Upon successful completion of probation and any required training, the employee will receive a salary increase up to 82.5% of midpoint. Some basic safety training will be provided and required during the probationary period.
- Upon successful completion of all required training and performance requirements and 1 year of service, the employee will receive an increase to the Flexible Hiring Rate (FHR) which is 85% of midpoint.
- Employees who are promoted shall be compensated initially with an increase equal to the base salary of the new range or 3% above their current rate, whichever is higher. Upon completion of 6 months of service in the new position, an employee below FHR who meets training and performance criteria shall receive an increase to the FHR of the new range.

- Employees eligible to receive merit increases are all those in Union-eligible positions. The lump sum allocated to the Maintenance staff for merit increases will be divided by the number of eligible positions in the CBA. This method provides for an equal hourly rate increase. An employee who is approaching the maximum pay for a range may receive an increase to bring them up to the maximum for the range, but not exceed it. Employees who are over the maximum for their range are not eligible for any increases until their salary comes under the maximum of the range as a result of periodic market studies which result in the county increasing the maximum of the range to above the employee's salary.
 - **Special Wage Provisions for 2020 and 2021:** Notwithstanding any other provisions of this agreement, the following are special agreements relating to wage adjustments for 2020 and 2021. Beginning in 2022, these provisions will be no longer operative and wage adjustments will be administered per the other provisions of this CBA.
 - For Budget Years 2020 and 2021, Union eligible employees employed with Road & Bridge as of the signing of this CBA will receive a wage increase of at least \$0.80 per hour above their 12/31/19 rate of pay, which will be implemented over a two-year period.
 - Union eligible employees impacted by the reclassification of the Road Maintenance Worker positions, and the resultant change in minimum pay rate and advancement to FHR after 6 months, will progress through those classifications and pay ranges as defined elsewhere in this CBA, with a guaranteed minimum wage increase of at least \$0.80 (over the employee's 12/31/19 rate of pay) by the end of budget year 2021, unless impacted by the range maximum of their position's pay range.
- 8.2 **Training Program** -The county shall annually fund a training program available to maintenance division employees and encourage or require participation at venues as appropriate, but employees shall not receive salary increases solely for completion of training. All employees shall be eligible to participate in training opportunities, regardless of salary status. Refusal to attend training as directed may disqualify an employee from receiving a salary increase.
- 8.3 **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 forty (40) 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.
- 8.4 **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 will be determined in accordance with the

Flexible Transfer Policy approved in Commission Order 567-2014.

9. **PAY PRACTICES & OVERTIME:** The following policies shall be applicable to payroll and overtime compensation:
 - 9.1 **Pay Period** - The pay period is as set out in the county-wide personnel policies.
 - 9.2 **Pay Day** - Will be as determined by the County Commission on a bi-weekly schedule as suggested by the Boone County Clerk annually.
 - 9.3 **Time Records** - Time records are required to be maintained as per the county-wide personnel policies.
 - 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 request 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 request that overtime compensation be in the form of compensatory time-off, as well as the County's request that overtime compensation be in the form of cash compensation, the parties agree to the following provisions:
 - 9.4.1 **Overtime Accrual** - Employees must be authorized by their supervisor to work overtime; overtime hours shall be calculated by 1.5 the employee's regular rate of pay and either paid or credited to the employee's compensatory time accrual under the terms and conditions specified in 9.4.2. Overtime shall accrue based upon actual hours worked in excess of 40 hours during the work week as defined in section 5.1 except that paid time off for holidays, pre-scheduled sick leave (arranged with at least seven (7) calendar days of advanced notice), and bereavement leave (arranged with as much advance notice as is practical), will count as time worked for purposes of computing overtime. Employees, if use of sick leave is appropriate under the Countywide Personnel Policies, may use sick leave in 1-hour blocks as time worked for purposes of computing overtime if said sick leave was arranged with at least seven (7) calendar days of advanced notice. Work during Family Holidays and work on Sundays shall automatically be paid at the 1.5 overtime rate regardless of

hours worked during the work week. Family Holidays shall be 12:00 a.m. to 11:59 p.m. on the following: New Year's Day (January 1), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). 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 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.

Three general categories of overtime can be identified: a) overtime required at the end of a shift to complete work in progress, b) planned overtime which is overtime that can be anticipated and scheduled prior to the beginning of the work shift (may apply to snow or flood events when weather forecasts are used to anticipate staffing needs), and c) overtime that results from being called upon to respond to an unanticipated emergency. Call outs are most commonly needed to a) remove fallen trees or limbs that are blocking the road or causing a hazard, b) to address washouts resulting from heavy rain, and c) to place signs needed to warn of hazards or to replace missing regulatory signs.

Overtime will be assigned as follows:

Overtime at the end of a shift –

When additional time beyond the normally scheduled shift has been authorized to complete a task, those employees who have been actively engaged in performing the task throughout the regular workday will be the employees who remain on the job to complete the assignment.

Planned Overtime -

To respond to snow events, flood events and other situations that allow for some advance planning, the Manager or On-Call Supervisor will determine the number of employees needed and any specialized skills/equipment that might be required. With this information, a voluntary sign-up sheet will be established. If there are more volunteers in any category than needed, seniority will determine which are granted overtime. Conversely, if more employees are needed in a particular category than volunteer, assignments will be made based on reverse seniority.

Snow Events – As a recurring seasonal duty of the MO Department, shift

assignments will be established at the beginning of the snow season. Employees will have an opportunity to indicate their preferred shift. Assignments will then be made based on seniority and stated preference, except that junior employees who have not previously worked a snow event, may be assigned to the day shift for a limited period of time in order to become familiar with their routes prior to working a night snow shift.

Emergency Call Out Overtime

In order to balance the need to respond to emergency situations as expediently as possible and grant overtime work as equitably as possible, the following decision tree will be utilized when assigning overtime for emergency call outs:

- a) Specialized Equipment Needed for Task (i.e. motor grader, bucket truck, mower, sign truck, lowboy, etc.) – the initial roster will consist of those employees currently operating the specified equipment in their usual job assignments.
- b) Location of emergency – When specialized equipment is required, the operator assigned to the piece of equipment which services the emergency location will first be called to respond. If that operator is unavailable, operators from the closest surrounding territories will be called. Seniority will determine which operator is called if territories are of similar distance to the emergency location. A generally equitable distribution of territorial assignments should naturally result in an equitable distribution of overtime among operators of specialized equipment. If the equipment needed is not assigned to a particular territory, seniority among operators of the specified equipment will determine order of roster.

Employees called back to work after clocking out and leaving the premises shall be entitled to three hours pay for the call back regardless of time worked during the first three hours. The hours paid for call back shall not be credited toward hours “worked” in the week for overtime purposes; only actual hours worked shall be used for computing overtime hours. If an employee is called back to work and then leaves and is called back again within the original three (3) hour call back time period, such employee shall be paid only for the initial three (3) hours plus any time worked in excess of the minimum hours.

- 9.4.2 **Compensatory Time-off Accrual and Compensation** - Employees permitted to accrue and use compensatory time-off in lieu of overtime pay may accrue and use compensatory time during each calendar year. Compensatory time-off in lieu of overtime pay may be banked up to a

total of 60 hours during the same calendar year by each employee who so notifies the County in writing; otherwise, overtime time shall be paid as earned and accrued. Any compensatory time-off banked during the same calendar year which is not used shall be paid to the employee at the end of the same calendar year as cash overtime pay; provided, however, any employee having accrued unused compensatory time-off may redeem same for cash at any time upon written request to the County Clerk. If the employee's compensatory time accrual is at 60 hours, the employee shall be compensated by FLSA overtime pay which shall be computed by multiplying the excess hours worked over 40 hours for the workweek by 1.5 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. Accrued and unused compensatory time accumulated as of December 31 of each year shall be paid in full the first payday following January 1. Accumulated compensatory time may be taken off at the employee's request 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.

9.4.3 **Night Work Pay Premium** – Employees required to work between the hours of 7 p.m. and 5 a.m. shall receive an additional \$2.00 per hour for all such hours worked regardless of overtime status or day of week in which it is worked. This premium will not apply to any newly created position which may include these hours in the regular shift.

9.4.4 **Shift Completion Pay** – In order to treat employees in an equitable manner regardless if they are assigned day or night shifts during storm events, the County agrees to the following:

- The County will strive to offer each employee 8 hours of compensated work time for each Monday – Friday (Call Back hours are included in calculating whether 8 hours has been offered to the employee);
- If 8 hours is not offered on any Monday – Friday, the County will grant “shift completion” pay equal to the employee’s regular rate of pay for each additional hour needed to total 8 hours of compensation for the day;
- Shift completion hours will count toward “hours worked” for purposes of calculating the 40-hour work week.

10. **BENEFITS:** The County maintains a program of employee benefits. This program is equally available to all regular employees of Boone County and are explained in separate, staff benefit materials. Changes, additions, or deletions to the employee benefits programs are not covered under this document and any such changes, additions or deletions will be equally applicable to all County employees.
11. **TRAVEL REIMBURSEMENTS:** As per the county-wide personnel policies.
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 as provided by the County Workers' Compensation provisions. 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 supervisor 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** - Handled as per the county-wide personnel policies for absences and accrual of vacation and sick leave.
13. **ANNUAL LEAVE AND HOLIDAYS:** Holidays will be handled as per the county-wide personnel policies applicable to all county employees, as amended by Commission Order 210-2007 regarding 10-hour holiday computations. The use of annual leave in excess of five (5) days should be scheduled at least ten (10) days in advance or in the case of an emergency by notifying the supervisor; annual leave less than three (3) days shall be scheduled at least one (1) day in advance except in cases of emergency and shall be subject to the operational

needs of the department. Priority in scheduling annual leave shall be based upon seniority and advance notice of time periods for annual leave. It should be noted that per Commission Order 61-2004, authorized annual leave with a 10-day notice will count toward the 40-hour work week for overtime computation purposes.

14. **LEAVE OF ABSENCE WITH PAY:** All leaves of absences with pay shall be handled as per the county-wide personnel policies except as specifically provided for below.

14.1 **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 Management of the Road & Bridge Department and may be subject to other County policies.)

15. **LEAVE OF ABSENCE WITHOUT PAY:** The County provides eligible employees unpaid, job protected leave in accordance with the FMLA as outlined in County Personnel Policies 5.1(a). In addition, the following policies shall be applicable to unpaid leaves of absence when the matter at issue is not controlled by the FMLA. 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 Management of the Road & Bridge Department.

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** - Continuation of benefits during leaves of absence will be as per the County-wide personnel policies (5.6 and 5.7).
- 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 AND OTHER PERSONNEL COST-SAVING MEASURES:** The following policies shall be applicable to Union employee work layoffs and employment termination:
- 16.1 **Layoff** - Management may lay off 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 affected 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 eligible, accumulated leave. 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.

- 16.3 **Other Personnel Cost-Saving Measures** - The County Commission reserves the right to direct the Management of Road & Bridge to impose systemic furloughs, reduced scheduling or other cost-saving measures when deemed necessary by the County Commission due to budgetary concerns. These procedures will not be employed by the Management of Road & Bridge without specific direction from the County Commission, after consultation with Union.

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, Management of the Road & Bridge Department, 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. Length of time that has passed between violations will be considered in determining appropriate discipline.

[Disciplinary Schedule starts on next page.]

SCHEDULE OF DISCIPLINARY ACTIONS

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Assault on supervisor or another employee	Discharge		
Drinking alcoholic beverages or being under the influence while on duty	Discharge		
Illegal drug use or being under the influence of illegal drugs while on duty	Discharge		
Falsifying department records	Discharge		
Theft of property from department or other employee	Discharge		
Loss of a Required CDL	Discharge		
Harassment in violation of County Personnel Policy 6.11	Discharge or other discipline as advised by legal counsel based upon nature of offense		
Threatening or intimidating other employees or supervisor	Written Warning	Suspension	Discharge
Removal of department records	Discharge		

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
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

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
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 as soon as possible and not more than within three days. Failure to do so will result in disciplinary action.

Safety features of Road & Bridge 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 Training** - All employees are required to take part in safety training opportunities upon reasonable notice. Absences from safety training held during normal working hours will be considered unauthorized unless approved in writing by Management of the Road & Bridge Department. Absences will be evaluated on a case by case basis. Safety training shall be regularly scheduled.

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

appropriate County staff 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 Road & Bridge employees will normally 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 Management of the Road & Bridge Department. No personal vehicle will be used unless approved by the supervisor and/or the Management of the Road & Bridge Department. 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 **Driving Privileges / Substance Abuse** - 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 Management of the Road & Bridge Department may reassign to a non-driving 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 Road & Bridge Department and/or returning to a driving position.
- 19.5 **Distracted Driving** – Employees shall avoid activities that cause distractions from driving while operating County vehicles.

20. **NONAPPROPRIATION:** Notwithstanding any other provision herein to the contrary, all obligations of the County under this CBA which require the expenditure of funds are conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.
21. **INTERPRETATION CONSISTENT WITH LAW:** The provisions of this Collective Bargaining Agreement shall in all respects conform with and be construed to conform with all applicable federal, state and local laws. Notwithstanding any provision of this CBA, should there be a change in federal, state or local laws, or a change in the requirements of the County's insurance provider, the new provision of federal, state or local law, or the new requirement of the County's insurer, shall prevail and control over any contrary provisions in this CBA.
22. **TERM AND RENEWAL:** This CBA shall be in effect from January 1, 2020 through December 31, 2022 and shall continue in full force and effect on a three (3) year basis thereafter unless written notice to change, revise, or terminate this Collective Bargaining Agreement is served by either party upon the other party sixty (60) days prior to the ending date of this Collective Bargaining Agreement. Should the County elect at least two (2) new Commissioners, they may, at their option, open up the Collective Bargaining Agreement 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 agreement and submit in question; provided, however, that in the event timely written notice to change, revise, or terminate this Collective Bargaining Agreement is served on either party, negotiations pursuant thereto shall commence no earlier than the first day of October of the year in question.
23. **SAVINGS CLAUSE:** The parties are aware of the provisions of HB 1413 (2018) and the twenty-one (21) sections of Missouri statutes enacted by said legislation. The parties are also aware that many of the provisions of law potentially applicable to this CBA are currently subject to a preliminary injunction issued by the Circuit Court of St. Louis County, Case No.:18SL-CC03310, and the constitutionality of those provisions of law are being challenged in that case. Given the current legal uncertainty surrounding those newly-enacted statutes the parties have not added any HB 1413 (2018) required provisions to this CBA, but to the extent that those statutes enacted under HB 1413 (2018) are deemed constitutional and enforceable in a final judgment from a court with jurisdiction, any mandatory contract terms and conditions required under the provisions of law enacted under HB 1413 (2018) shall be deemed added to and made a part of this CBA.

IN WITNESS WHEREOF the undersigned have hereunto executed this agreement this day of _____, 2020.

LIUNA, LABORERS' LOCAL UNION 955

BOONE COUNTY COMMISSION

By _____
Ian Beddell, Business Manager

Daniel K. Atwill
Presiding Commissioner

By _____
Brandon Flinn, Business Manager
Eastern Missouri Laborers' District Council

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

APPROVED AS TO FORM:

C.J. Dykhouse, County Counselor