

Agreement

Between

Missouri Highways and Transportation Commission

By and Through

Missouri Department of Transportation

And

Local 148 of the

International Union

of

Operating Engineers

AFL/CIO

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PREAMBLE

This Agreement is entered into by Local 148 of the International Union of Operating Engineers AFL/CIO (hereinafter referred to as the “Union”) and the Missouri Highways and Transportation Commission (hereinafter referred to as “MHTC”), acting by and through the Missouri Department of Transportation (hereinafter referred to as “MoDOT” or “Department”), on behalf of the eligible employees as outlined in the Certification from the State Board of Mediation (Public Case Number AC 2000-04, and as Amended by Public Case Number AC 2007-007).

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and a professional relationship between MoDOT and the Union; to promote efficiency and effectiveness; and to comply with the provisions of the Section 105.520 RSMo. Unless expressly modified by this Agreement, all management authority, control, decisions, prerogatives, and rights remain vested exclusively with MoDOT.

The parties agree to comply with the terms set forth in the Agreement, which will be in force and effective during the period April 11, 2013, to April 10, 2016.

ARTICLE 1

RECOGNITION

Section 1.1

MoDOT recognizes the Union as the exclusive bargaining representative for all eligible employees in the unit described below for the purposes of meeting, conferring, and discussing proposals pursuant to the provisions of Sections 105.510 – 105.520 RSMo.

Section 1.2

The bargaining unit includes all eligible full-time and permanent part-time employees of MoDOT who are employed only in the job titles listed in Appendix A.

Section 1.3

This Agreement is not meant to be nor is it to be considered a guarantee by MoDOT that any of the positions classified by the job titles listed in Appendix A shall be maintained or filled by MoDOT.

Section 1.4

If new job titles are established and utilized by MoDOT, which may be appropriate to this bargaining unit, MoDOT shall promptly notify the Union.

Section 1.5

MoDOT shall not make job title changes for the purpose of eliminating eligibility for membership in the bargaining unit.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1

Neither MoDOT nor the Union shall discriminate against employees because of race, age, gender or gender identification, sexual orientation, veteran status, color, creed, national origin, disability, or religion, the exercise of rights granted under Section 105.510 RSMo, political affiliation, or because of membership status or the lack thereof in a labor organization. MoDOT and the Union shall work cooperatively toward the achievement of equal employment opportunity. Furthermore, employees who believe they have been unlawfully discriminated against are encouraged to use the procedures available to them for addressing such discrimination issues through MoDOT posting notices of such procedures.

ARTICLE 3

UNION NOTICES AND ACTIVITIES

Section 3.1

The Union shall be permitted to post Union information on non-work area bulletin boards located in employee break rooms and designated smoking areas. No defamatory, derogatory, partisan political, or election campaign materials may be posted. All postings made by the Union on Department property shall be restricted to the bulletin boards in non-work areas. No other distribution or solicitation is permitted on or in state facilities except as allowed in this Agreement.

Section 3.2

Designated non-employee representatives of the Union whose names are furnished to the Department pursuant to Section 3.4 shall be permitted access to meet with Department employees on non-work time in non-work areas, as long as prior approval has been given at least twenty-four (24) hours in advance in accordance with Personnel Policy 3005, "Solicitation, Fundraising, and Posting of Information." Approval shall not be unreasonably withheld if the Union gives twenty-four (24) hours notice in accordance with policy of the time and date of arrival and the expected amount of time desired.

Section 3.3

Stewards are allowed to meet with employees in non-work areas on non-work time. As provided for in Section 5.2 of this Agreement, stewards may request time off for Union business during working hours, with time off being charged to annual leave or compensatory time. Time off requires the approval of the supervisor. The supervisor shall be notified upon the steward's return to work.

Section 3.4

The Union shall provide a list to MoDOT of all Union representatives, officers, and stewards together with a description of the areas served by each. This list shall be filed with the

Department's Human Resources Director on a quarterly basis. The list on file with the Department's Human Resources Director will be the official list of representatives.

Section 3.5

MoDOT shall permit the Union access to its facilities during non-work hours and in non-work areas, as set forth below for the purpose of distributing Union flyers, newsletters, membership packets, dues deduction authorization cards, and other information related to the Agreement. This activity shall be conducted during non-work hours and in non-work areas. Arrangements regarding time and place will be made in accordance with Personnel Policy 3005, "Solicitation, Fundraising, and Posting of Information." Permission for such activity by the Department manager shall not be unreasonably withheld.

Section 3.6

The Union will be permitted to have a welcoming letter to all new bargaining unit employees in MoDOT's new employee orientation packet. During new employee orientation involving bargaining unit employees, a Union representative will be permitted to speak for approximately fifteen (15) minutes. The Union will also be allowed in facilities where such new employee orientations involving bargaining unit employees are being conducted in order that the bargaining unit employees may briefly stop by and talk to Union representatives after orientation. The Union will be notified of new employee orientation programs involving bargaining unit employees at least ten (10) workdays in advance. Within three (3) workdays of receiving notification of a new employee orientation, the Union will give notice to the Department's Human Resources Director if it wishes to have a representative deliver an approximate fifteen (15) minute presentation at the time of this new employee orientation. This Union activity shall not interfere with the work of the Department.

ARTICLE 4

PAYROLL DEDUCTION OF UNION DUES

Section 4.1

If authorized by an employee on the designated form, MoDOT shall deduct Union dues from the wages and salaries of the employee. MoDOT shall remit to the Union, on or about the 15th of the month, all deductions as of the previous month to the address provided by the Union. No deductions shall be made for initiation fees, service fees, fines, or assessments.

Section 4.2

All other deductions including, but not limited to, Social Security, federal and state income taxes, insurance premiums, garnishments, and deferred compensation will be made from an employee's paycheck before Union dues are deducted. When an employee is in a non-pay status for an entire month, no Union dues deduction shall be made to cover that pay period. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries, after above-noted other deductions, are not sufficient to cover the entire dues deduction, no Union dues deductions shall be made.

Section 4.3

Whenever possible, MoDOT agrees to deduct Union dues on the first payroll period of the month following the receipt of the written authorization indicating employee approval from the appropriate MoDOT office. The dues deduction form must be received prior to the 15th day of the month for dues to be processed effective the 1st day of the following month.

Section 4.4

If MoDOT withholds an amount in excess of the appropriate dues from an employee's salary and remits same to the Union, the Union agrees to immediately refund such overpayment to the employee upon notification from MoDOT. NOTE: Bargaining unit employees who are subsequently placed in a position that is not included within the bargaining unit and who fail to submit a MoDOT Union dues deduction/cancellation form to the Department's Human Resources Director of their desire to discontinue payroll deduction of dues, may continue to have payroll deduction of dues. Neither MoDOT nor the Union is responsible for the repayment of such a deduction.

Section 4.5

Neither party shall intimidate, threaten, coerce, harass, or compel any employee to agree to a payroll deduction, nor shall either party intimidate, threaten, coerce, harass, or compel any employee to continue to have payroll deductions from his/her paycheck.

Section 4.6

Union agrees to and shall indemnify and hold harmless the state of Missouri, MHTC, MoDOT, and any of its officers or agents from any and all claims, demands, suits, or any other actions arising as a result of this Article or from complying with any request for termination of payroll deductions under this Article.

Section 4.7

Any employee who has previously submitted a MoDOT Union dues enrollment/cancellation form for the voluntary deduction of membership dues to the Union may revoke the authorization at any time. This revocation of dues deduction shall be initiated by submitting a MoDOT Union dues deduction/cancellation form withdrawing the authorization to the Department's Human Resources Director. This statement must be received prior to the 15th day of the month for dues to be cancelled effective the 1st day of the following month. Upon receipt of the authorization, the Department's Human Resources Director will furnish a copy of the form to the Union.

Section 4.8

MoDOT shall provide the Union a monthly list of all employees having dues deduction.

ARTICLE 5

LEAVE OF ABSENCE FOR UNION BUSINESS

Section 5.1

Employees who resign to be employed by the Union will be granted reemployment consideration under existing personnel policies.

Section 5.2

Dependent upon staffing and work needs and with approval of the supervisor, an employee who is a Union officer or steward shall be allowed to attend to business matters pertaining to the Union during work hours. Such Union officer or steward shall give his/her supervisor notice in accordance with Department personnel policies concerning leave of his/her intention to be absent from duty for Union business.

Section 5.3

An employee who is a Union officer, steward, or other employee designated by the Union shall use the Leave with Pay-Union Business (LWPUN) time reporting code for time spent in travel, and to attend the meetings between the Department and members of the bargaining unit set forth in Sections 7.1 and 7.2 of this Agreement. The total amount of leave that may be charged for these specified meetings to this code may not exceed forty (40) hours per fiscal year. No overtime shall be incurred as a result of attending these meetings. Additional time may be charged to the LWPUN time reporting code upon approval by the Department's Human Resources Director.

Meetings described in Section 7.3 and 7.4 will be held during normal working hours with no loss of pay or accrued leave for those attending; however, no overtime shall be incurred as a result of attending these meetings.

Time spent by Union members participating in Grievance Panel Review meetings as a panel member, as set forth in Section 8.3 of this Agreement, will not experience a loss in pay or accrued leave as a result of their attendance at those meetings.

Except for participation as a grievance panel member as mentioned above, any additional approved time off for the purpose of conducting Union business, including preparing for meetings, participating in grievances outside the maintenance area, and any other union business, must be charged to either annual leave or compensatory time.

Section 5.4

Employee requests for leave to attend to Union business should be submitted through regular supervisory channels for approval. Reasonable requests for time off to conduct Union business shall not be unreasonably denied.

ARTICLE 6

HEALTH AND SAFETY

Section 6.1

As the Department is committed to providing a safe and healthful work environment every day for all MoDOT employees, the Department agrees to maintain standards in the workplace as defined by its Safety Policies, Rules & Regulations Employee Handbook, and other applicable policies and procedures.

Section 6.2

Employees are responsible for reporting unsafe conditions and situations which may impact employee health and safety, as directed by Department policy. Employees are further empowered to stop a project if unsafe conditions exist. Employees shall not be harassed or coerced, verbally or otherwise, after reporting an incident or unsafe working conditions.

Section 6.3

One (1) employee who is a dues-paying Union member shall be designated as a member of each district safety committee, in such districts where a dues-paying Union member is available.

Section 6.4

All facilities where employees are present shall have a person in charge of the work unit who will help ensure employee safety in accordance with Department policy. All employees, including dues-paying Union members, are encouraged to express safety concerns, in a manner consistent with Department values, to their immediate supervisor or person in charge of the work unit. If such concerns are not immediately resolved, employees are encouraged to immediately contact a higher-level supervisor or call the district safety and health manager directly to have their concerns addressed.

Section 6.5

In order to provide the safest work environment possible while continuing to provide the best value to all taxpayers of the state of Missouri, the Department agrees to limit, when possible, the amount of routine roadway surface maintenance work performed on the interstates on Fridays between May 15 and September 15.

In addition, for the three (3) major summer holiday periods (Memorial Day, Independence Day, and Labor Day), there will be no routine roadway surface maintenance work scheduled on the interstates and on certain major highways with high tourist traffic as designated at the discretion of the District Engineer from 12:00 p.m. on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

ARTICLE 7

UNION ATTENDANCE AT DEPARTMENT MEETINGS

Section 7.1

The Department recognizes the importance of maintaining a cooperative Labor-Management approach in areas affecting labor relations within MoDOT and agrees to:

- 1) The Department Director, Chief Engineer, and Chief Financial Officer, or their designees (hereinafter referred to as “MoDOT Management”), agree to meet yearly with a committee of four (4) employees designated by the Union to discuss policy issues. These meetings will be coordinated through the Department’s Human Resources Director. Two (2) non-employee Union representatives designated by the Union whose names appear on the list furnished to the Department pursuant to Section 3.4 may also attend.
- 2) The Union and MoDOT Management shall exchange proposed agendas at least fifteen (15) workdays prior to the meeting to allow both sides to prepare for a productive and informative exchange. The parties shall, at this time, designate their representatives, if possible.

Section 7.2

The Department’s Human Resources Director agrees to meet semi-annually with Union representatives to discuss employee issues and concerns.

Section 7.3

One (1) dues-paying Union member, if available, may be invited, at the District Engineer’s discretion and when appropriate based upon agenda items, to attend those agenda item portions of other district meetings. A District Engineer must be provided the name of a dues-paying Union member, if available within his/her district, to be contacted regarding a meeting invitation.

Section 7.4

Meetings described in this section will be held during normal working hours with no loss of pay or accrued leave for those attending; however, no overtime shall be incurred as a result of attending these meetings.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1

If a grievance arises between an employee and MoDOT, such grievance shall be processed in accordance with MoDOT’s grievance procedure.

Section 8.2

At employee grievance meetings, an employee who is a member of the bargaining unit may have a Union representative, officer, steward, or another individual of his/her choice to assist, advise, and participate with the employee in the grievance proceedings in accordance with and as limited by Department policy, provided that the arrangements for such assistance do not delay the proceedings.

Section 8.3

Within the first twelve (12) months of this Agreement, the Department agrees to modify its current pilot Grievance Panel Review Process and formally add it to Personnel Policy 2100, "Grievance Procedure." The composition of each panel will continue to be five (5) persons, including one (1) dues-paying Union member in the maintenance crew worker career ladder on the panel, one (1) maintenance crew leader, and one (1) additional non-supervisory employee. The panel will serve in an advisory capacity and will not have the authority to overturn decisions.

Section 8.4

No sooner than after twelve (12) months following the inclusion of the grievance panel process into Personnel Policy 2100, the panel process will be evaluated by the Human Resources Division. Following this evaluation, a recommendation will be made as to whether or not the panel process will continue to be an option in the policy or if further modifications are necessary, including its removal from policy. The Union will be notified and given an opportunity to offer input on the panel process or to recommend further changes prior to any decision being made to remove it from policy.

ARTICLE 9

SENIORITY

Section 9.1

Seniority, as used herein, is defined as length of service, which entitles employees to the consideration provided in Department policies.

Section 9.2

Unless a legitimate business reason exists to do otherwise, vacant bargaining unit positions should be posted for competition on a statewide basis.

Section 9.3

If the qualifications (knowledge, skills, abilities, preferred employee qualities, etc.) of employees competing for an eligible bargaining unit position are otherwise equal, preference shall be given to the employee with more seniority in their highest level eligible bargaining unit job title, unless there is a legitimate business reason not to select the employee with more seniority.

Section 9.4

Unless a legitimate business reason exists to do otherwise, employees transferring to another maintenance facility will not have their salary grade reduced as long as the position they are transferring to and from are within the maintenance crew worker career ladder series.

ARTICLE 10**WORKING HOURS AND OVERTIME****Section 10.1**

The Department shall maintain a uniform workweek for all employees in accordance with Personnel Policy 3000, "Working Hours and Overtime." The workweek shall begin at 12:00 a.m. Sunday and end at midnight the following Saturday night. The normal schedule for most employees shall be five 8-hour days, Monday through Friday; however, different schedules, such as four 10-hour days, may be established based upon the needs of the Department or upon individual request and subsequent Department approval.

Section 10.2

The Department may allow employees opportunities to adjust their work schedules, with their supervisor's approval who must ensure their units are meeting their business operation needs, as well as the Department's needs, when deciding whether or not to approve requests for work schedule changes.

Full-time employees who normally work four 10-hour days per week will receive eight hours holiday pay and must use two hours accumulated annual leave (vacation) or compensatory time on each holiday to complete the normal 10-hour schedule. An employee, with supervisor approval, may choose to work two (2) extra hours during the course of the work week in which a holiday falls, and as a result, not have to use annual leave or compensatory time.

Section 10.3

The Department will try to provide as much advance notice as reasonably possible to employees before changing work schedules or assigning overtime.

Section 10.4

The Department will continue to use for at least the duration of this Agreement its Overtime Administration Guide which is incorporated and referenced within Personnel Policy 3000, "Working Hours and Overtime," to facilitate greater consistency statewide in the application of overtime policy and practices. These guidelines and the provisions described in Sections 10.1 and 10.2 are not all inclusive of the Department's policies and practices regarding working hours and overtime and, notwithstanding any other provision in the Agreement, are subject to change, without notice to or agreement by the Union, based upon the Department's business needs.

ARTICLE 11

COMPENSATION

Section 11.1

The salaries of Department employees shall be set by the MHTC in accordance with its authority under the constitution and the statutes.

Section 11.2

When appropriate, MoDOT will continue to advocate for employee salary increases through appropriate channels, such as the Personnel Advisory Board.

Section 11.3

MoDOT is committed to ensuring salary increases based on performance are fairly administered, when granted.

ARTICLE 12

EMPLOYEE ISSUES

Section 12.1

To the extent not covered by existing procedures and policies, employees shall:

- 1) Subject to workload and budget constraints, receive training or instruction that is necessary to meet the performance expectations set out by their supervisor.
- 2) Discuss matters of concern with their supervisors.
- 3) Be allowed to suggest changes in district/division/office or Department practices or policies in an appropriate time and manner of communication.
- 4) Question and have corrected timekeeping records and computations of total Department and state service if in error.
- 5) Receive timely performance management feedback and evaluation. All employees will receive a timely performance evaluation completed by their immediate supervisor.
- 6) Have the confidentiality of their employee personnel records maintained as outlined in Department policy.
- 7) Receive notification of the conclusion of an investigation involving their complaint of harassment or discrimination and whether their allegations were substantiated or unsubstantiated by the evidence or the lack thereof.

- 8) Have the opportunity to see any negative entries placed in their official personnel file. Any such entries shall contain the date and name of the individual making the entry.
- 9) Retain any rights they have to free speech under state or federal constitutions.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1

MoDOT shall notify the Union of personnel policy changes that affect the conditions of employment of MoDOT employees in the bargaining unit.

Section 13.2

The Union recognizes that it had an unlimited right and opportunity to make demands and proposals during the meet and confer sessions with respect to the covered employees and that the provisions contained in this Agreement represent the full exercise of that right and opportunity for a period running to the termination date of this Agreement.

Section 13.3

If any provision in this Agreement is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining terms of this Agreement shall remain in force and effect. Under such circumstances, the parties agree to meet, confer, and discuss language to replace the provision.

Section 13.4

Department Manuals:

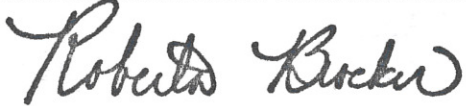
- 1) The Department shall maintain its Personnel Policy Manual on the internet, thus making it available to the Union office.
- 2) Additionally, the Union office shall be notified of any updates or additions to the Department's Personnel Policy Manual.
- 3) Upon request by the Union or the Department, the parties will meet, confer, and discuss these policies.

Section 13.5

MoDOT will distribute a copy of this Agreement to all districts. It will be maintained in the human resources office in the districts and in the Human Resources Division, Central Office, and will be accessible to employees. The Department will also make a copy available on MoDOT's intranet.

This Agreement has been signed this 8 day of March 2013, and will be in force and effective during the period April 11, 2013, to April 10, 2016.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION



Chief Financial Officer

LOCAL 148, INTERNATIONAL
UNION OF OPERATING ENGINEERS

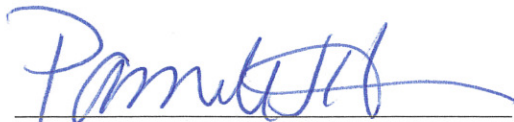


Business Representative

ATTEST:



Business Manager



Secretary

Approved as to Form:



Counsel

Appendix A

Eligible Bargaining Unit Job Title/Codes

- ✓ Maintenance Worker/R01333
- ✓ Intermediate Maintenance Worker/R01301
- ✓ Senior Maintenance Worker/R01335
- ✓ Maintenance Crew Leader/R01061